



## CITY OF ALAMEDA • CALIFORNIA

SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY - - - JANUARY 16 2007 - - - 6:00 p.m.

Time: Tuesday, January 16, 2007 6:00 p.m.

Place: **City Council Chambers Conference Room**, City Hall, corner  
of Santa Clara Avenue and Oak Street

Agenda:

1. Roll Call - City Council

2. Public Comment on Agenda Items Only

Anyone wishing to address the Council on agenda items only,  
may speak for a maximum of 3 minutes per item

3. Adjournment to Closed Session to consider:

3-A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Subdivision (b)  
of Section 54956.9

Number of cases: One

3-B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (54956.9)

Name of case: Attari v. City of Alameda

3-C. CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Craig Jory and Human Resources  
Director

Employee Organizations: Alameda City Employees Association  
and Police Association Non-Sworn

4. Announcement of Action Taken in Closed Session, if any

5. Adjournment - City Council

  
Beverly Johnson, Mayor

**AGENDA**  
**Special Meeting of the Governing Body of the**  
**Alameda Reuse and Redevelopment Authority**

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**Alameda City Hall**  
**Council Chamber, Room 390**  
**2263 Santa Clara Avenue**  
**Alameda, CA 94501**

**Tuesday, January 16, 2007**  
**Meeting will begin at 7:25 p.m.**

**PLEDGE OF ALLEGIANCE**

**1. ROLL CALL**

**2. CONSENT CALENDAR**

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Board or a member of the public.

2-A. Recommendation to Approve an Agreement with Russell Resources for Environmental Consulting Services for Alameda Point for 12 Months in an Amount not to exceed \$119,000.

2-B. Authorize PM Realty Group to Enter into a Contract with Belden Consulting Engineers for Design of Pier 2 Electrical Upgrades at Alameda Point in an amount not to exceed \$109,500.

**3. REGULAR AGENDA ITEMS**

None.

**4. ORAL COMMUNICATIONS, NON-AGENDA (PUBLIC COMMENT)**

(Any person may address the governing body in regard to any matter over which the governing body has jurisdiction that is not on the agenda.)

**5. COMMUNICATIONS FROM THE GOVERNING BODY**

**6. ADJOURNMENT**

**This meeting will be cablecast live on channel 15.**

Notes:

- Sign language interpreters will be available on request. Please contact the ARRA Secretary at 749-5800 at least 72 hours before the meeting to request an interpreter.
- Accessible seating for persons with disabilities (including those using wheelchairs) is available.
- Minutes of the meeting are available in enlarged print.
- Audio tapes of the meeting are available for review at the ARRA offices upon request.



## CITY OF ALAMEDA • CALIFORNIA

SPECIAL MEETING OF THE COMMUNITY IMPROVEMENT COMMISSION  
TUESDAY - - - JANUARY 16, 2007 - - - 7:29 P.M.

Location: **City Council Chambers**, City Hall, corner of Santa Clara Avenue and Oak Street.

### Public Participation

Anyone wishing to address the Commission on agenda items or business introduced by the Commission may speak for a maximum of 3 minutes per agenda item when the subject is before the Commission. Please file a speaker's slip with the Deputy City Clerk if you wish to speak on an agenda item.

1. ROLL CALL - Community Improvement Commission
2. MINUTES
  - 2-A. Minutes of the Joint City Council, Alameda Reuse and Redevelopment Authority (ARRA), and Community Improvement Commission (CIC) Meeting held on December 5, 2006. (City Clerk)
3. SPECIAL ORDERS OF THE DAY
  - 3-A. Report on Alameda Theater, Cineplex, and Parking Structure Project Construction update. (Development Services)
4. ADJOURNMENT - Community Improvement Commission

Beverly Johnson, Chair  
Community Improvement Commission



## CITY OF ALAMEDA • CALIFORNIA

### IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Deputy City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstration are prohibited during Council meetings.

AGENDA - - - - - REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY - - - - - JANUARY 16, 2007 - - - - 7:30 P.M.

[Note: Regular Council Meeting convenes at 7:30 pm, **City Hall, Council Chambers, corner of Santa Clara Ave and Oak St**]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. Agenda Items
6. Oral Communications, Non-Agenda (Public Comment)
7. Council Communications (Communications from Council)
8. Adjournment

### Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Deputy City Clerk if you wish to address the City Council

SPECIAL MEETING OF THE CITY COUNCIL 6:00 p.m.  
CITY COUNCIL CHAMBERS CONFERENCE ROOM  
Separate Agenda (Closed Session)

SPECIAL MEETING OF THE ALAMEDA REUSE AND 7:25 p.m.  
REDEVELOPMENT AUTHORITY  
CITY COUNCIL CHAMBERS, Separate Agenda

SPECIAL MEETING OF THE COMMUNITY IMPROVEMENT 7:29 P.M.  
COMMISSION, CITY COUNCIL CHAMBERS  
Separate Agenda

1. ROLL CALL - City Council

2. AGENDA CHANGES

3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

3-A. Proclamation expressing appreciation to Rich Teske for his twenty-six years of service on the Rent Review Advisory Committee. (Development Services)

4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public

4-A. Minutes of the Special Joint City Council, Alameda Reuse and Redevelopment Authority, and Community Improvement Commission Meeting held on December 5, 2006, and the Special and Regular City Council Meetings held on January 2, 2007. (City Clerk)

4-B. Bills for ratification. (Finance)

4-C. Recommendation to accept the City of Alameda Investment Policy. (Finance)

4-D. Recommendation to accept the work of Gallagher & Burk for the Repair and Resurfacing of Certain Streets, Phase 26, No. P.W. 03-06-08. (Public Works)

4-E. Recommendation to adopt Plans and Specifications and authorize Call for Bids for Crosswalk In-Pavement Lights at Various Locations in the City of Alameda, No. P. W. 07-04-07, Federal ID: STPLH-5014 (025). (Public Works)

4-F. Recommendation to appropriate \$157,000 in Sewer Enterprise Funds and award a Contract in the amount of \$562,000, including contingencies, to Pacific Liners Pipeline Rehabilitation for the Citywide Sewer Mains and Laterals Video Inspection, No. P.W. 10-06-21. (Public Works)

4-G. Adoption of Resolution Authorizing and Approving Sale of Emergency Generators and Associated Electrical Equipment to Cummins West, Inc. for \$832,000. (Alameda Power and Telecom)

4-H. Adoption of Resolution Authorizing Open Market Purchase from Tiburon, Inc. Pursuant to Section 3-15 of the Alameda City Charter for a Mobile Data System Upgrade in the Amount of \$66,545.00. (Police) [Requires four affirmative votes]

- 4-I. Public Hearing to consider Adoption of Resolution Joining the Statewide Community Infrastructure Program and Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments Within the Territory of the City of Alameda and Authorizing Related Actions. (Development Services)
- 4-J. Public hearing to consider approval of Tentative Map Tract 7846 (TM06-0006) for the purpose of establishing eight residential lots within four buildings located at 626 Buena Vista Avenue within the R-4-PD Neighborhood Residential Planned Development Zoning District; and
- Adoption of Resolution Approving Tentative Map Tract 7846, TM06-0006, for the Purpose of Establishing Eight Residential Lots within Four Buildings Located at 626 Buena Vista Avenue. (Planning and Building)

5. REGULAR AGENDA ITEMS

- 5-A. Public Hearing to consider a proposal by Warmington Homes, California for a General Plan Amendment (GP05-002), Rezoning (R05-004), Master Plan (MP05-001), Tentative Map (TM05-002), and adoption of a Mitigated Negative Declaration (IS05-0003) for development of forty new, detached single-family residences, and related utilities, streets, open space and visitor parking; and an appeal of certain Conditions of Approval on Development Plan and Design Review permits (PD05-02). The project site is located at the northwest corner of Grand Street and Fortmann Way at 2051-2099 Grand Street;
- Adoption of Resolution Adopting the Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program for the Grand Marina Village Development Located at the Northwest Corner of Grand Street and Fortmann Way (State Clearinghouse #2006-04-2145);
  - Adoption of Resolution Approving General Plan Amendment (GPA-05-02) for Grand Marina Village to Amend the General Plan Land Use Diagram to Change the Designation of Approximately 8.3 Acres to Specified Mixed Use and Amend Sections 2.2, 2.3, and 2.6 and Associated Tables of the Land Use Element to Reflect the Specified Mixed Use Designation;
  - Introduction of Ordinance Reclassifying and Rezoning Property Located Adjacent to the Oakland Estuary and Grand Street from M-2, General Industrial (Manufacturing) District to MX, Mixed Use Planned Development District (MX);

- Introduction of Ordinance Approving Master Plan MP05-01 for a Mixed Use Development Including Single-Family Residential, Recreational Marina, Maritime Commercial, and Open Space Uses, Located Within a Project Area Encompassing Approximately 8.36 Acres of Land and Water at the Intersection of Grand Street and the Oakland Estuary;
  - Adoption of Resolution Approving Tentative Map, TM05-0002, for Property Located Between Grand Street, Fortmann Way, and the Oakland Estuary; and
  - Adoption of Resolution Upholding Planning Board Approval of Planned Development PD05-02 and Design Review DR05-0126 for Grand Marina Village. (Planning and Building) [Continued from November 14, 2006]
- 5-B. Consideration of an appeal of the Public Works Director's decision to deny a request to remove eight street trees along 2101 Shoreline Drive in accordance with City's Master Tree Plan. (Public Works)
- 5-C. Recommendation to approve funding request for Alameda Big Box Study Support not to exceed \$50,000 from General Fund Reserves. (Development Services)
- 5-D. Final Passage of Ordinance Approving Development Agreement DA-06-0003 By and Between the City of Alameda and Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) Governing the Development of Up To 400,000 Square Feet of Office Space; a 20,000 Square Foot Health Club; and 300,000 Square Feet of Retail Space or 50,000 Square Feet of Retail Space and 370,000 Square Feet of Research and Development Space. (Development Services) [Continued from January 2, 2007]
6. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)
- Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance, that is not on the agenda
7. COUNCIL COMMUNICATIONS (Communications from Council)
- Councilmembers can address any matter, including reporting on any Conferences or meetings attended
- 7-A. Selection of Councilmember and alternate to serve as the League of California Cities East Bay Division representative.
8. ADJOURNMENT

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- For use in preparing the Official Record, speakers reading a written statement are invited to submit a copy to the City Clerk at the meeting or e-mail to: [lweisige@ci.alameda.ca.us](mailto:lweisige@ci.alameda.ca.us)
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter.
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting.
- Accessible seating for persons with disabilities, including those using wheelchairs, is available.
- Minutes of the meeting available in enlarged print.
- Audio Tapes of the meeting are available upon request.
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.

***Alameda Reuse and Redevelopment Authority***  
Memorandum

January 16, 2007

**TO:** Honorable Chair and Members of the  
Alameda Reuse and Redevelopment Authority

**FROM:** Debra Kurita, Executive Director

**SUBJ:** Authorize the Executive Director to Execute an Agreement with Russell Resources for Environmental Consulting Services for Alameda Point for 12 Months in an Amount not to exceed \$119,000

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**Background**

Russell Resources has provided environmental consulting services to the ARRA for the past eight years. Russell Resources reviews, analyzes, and prepares comments on Navy environmental documents for the clean up of the Alameda Naval Air Station (Alameda Point) on behalf of the ARRA. In addition, Russell Resources attends and represents the ARRA at meetings with State and Federal environmental regulators and the Navy and provides professional expertise to ARRA staff to allow full participation in the cleanup decisions made by the Navy. Most recently, Russell Resources provided support to certify the golf course EIR, assisted with negotiations with the Navy on the draft conveyance term sheet and supported staff in the Alameda Point Master Developer RFQ process.

Russell Resources has two agreements with the ARRA: 1) "Master Developer" Agreement to provide environmental consulting as part of negotiations with the Navy regarding property transfer and clean-up activities within the master developer footprint; and 2) "Alameda Point" Agreement for consulting in support of the proposed golf course development in the Northwest Territories and other environmental issues at Alameda Point outside of the master developer footprint.

**Discussion**

In 2004, a limited Request for Proposals (RFP) was issued for environmental consulting services at Alameda Point to determine if an additional environmental firm should be retained to augment Russell Resources, or if a new firm should be retained to replace Russell Resources. Three firms were interviewed as part of that process. An evaluation team met with Levine Fricke, Environmental Resources Management West, and CH2M Hill. Following those interviews and a review of the proposals received, the evaluation team determined that no additional services were necessary and that the ARRA should continue to engage Russell Resources.

Russell Resources' existing contracts expired on December 31, 2006. As part of evaluating environmental services for the upcoming year, staff conducted an informal solicitation from two environmental consulting firms, Erler & Kalinowski and GeoMatrix, to determine if Russell Resources' expertise and cost were comparable to other firms. Both firms interviewed have

experience working on closed military bases in the Bay Area (Treasure Island, Oakland Army Base, Presidio, etc.) and reviewing and commenting on environmental documents prepared by the military. Both firms work with the local environmental regulators involved with closed bases and have experience advising their clients on environmental insurance. Billing rates for the firms' principals range from \$200-\$300 an hour, with the higher hourly rates for activities such as expert witness testimony. Dr. Russell's hourly billing rate is \$225. Given Russell Resources' familiarity with Alameda Point, long-standing relationships with the Navy personnel and environmental regulators assigned to Alameda Point and his competitive billing rate, it is recommended that the ARRA Board continue to retain Russell Resources to provide environmental consulting services at Alameda Point.

It is proposed that the attached contract combine the two previous agreements, described above, for a 12-month term, January 1, 2007 - December 31, 2007, in an amount not to exceed \$119,000. During this term, Russell Resources will support the discussions with the Navy related to the conveyance of Alameda Point and will provide technical support to the staff on current and future environmental remediation. In addition, Russell Resources will continue to attend all Base Closure Team (BCT) and Restoration Advisory Board (RAB) meetings, attend meetings in furtherance of conveyance between and among ARRA, Navy, and Master Developer if selected; and attend other technical meetings that may be necessary to support conveyance of Alameda Point. Russell Resources will assist staff in the review and evaluation of the five Alameda Point Master Developer proposals. Russell Resources will also review, and prepare draft comments on, technical environmental documents published by the Navy, along with reports and work plans, in support of the successful transfer and redevelopment of the Alameda Point.

### **Fiscal Impact**

As of January 1, 2007, the \$3.5 million predevelopment budget had a balance of \$289,000. It is proposed that the Russell Resources Contract be funded from a portion of the remaining balance.

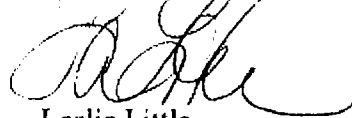
### **Recommendation**

Authorize the Executive Director to execute an agreement with Russell Resources for Environmental Consulting Services for Alameda Point for a 12-month term in an amount not to exceed \$119,000.

Honorable Members of the  
Alameda Reuse and Redevelopment Authority

January 16, 2007  
Page 3

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Leslie Little', written in a cursive style.

Leslie Little  
Development Services Director

A handwritten signature in black ink, appearing to read 'Debbie Potter', written in a cursive style.

By: Debbie Potter  
Acting Alameda Point Project Manager

Attachments: Consultant Agreement

## **CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of January 2007, by and between the ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY, a Joint Powers Authority, (hereinafter referred to as "ARRA"), and Russell Resources, Inc., a California corporation, whose address is 440 Nova Albion Way, Suite 1, San Rafael, CA 94903 (hereinafter referred to as "Consultant"), is made with reference to the following:

### **RECITALS:**

A. ARRA is a Joint Powers Authority established by the City of Alameda and the Community Improvement Commission under the California Joint Exercise of Powers Act and a public entity lawfully created and existing under the State of California with the power to carry on its business as it is now being conducted.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. ARRA and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the \_\_\_\_ day of January 2007, and shall terminate on the 31<sup>st</sup> day of December 2007, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$119,000.00 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE:**

Consultant and ARRA agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the ARRA nor have any contractual relationship with ARRA.

6. **INDEPENDENT PARTIES:**

ARRA and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by ARRA to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from ARRA to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold ARRA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with ARRA's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a ARRA employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless ARRA, its Board, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement, to the extent Consultant's negligent act or omission, whether alleged or actual, contributes to such claims. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

On or before the commencement of the term of this Agreement, Consultant shall furnish ARRA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the ARRA by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to ARRA and licensed to do insurance business in the State of California. Endorsements naming the ARRA as additional insured shall be submitted with the insurance certificates.

**Consultant shall maintain the following insurance coverage:**

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**B. SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to ARRA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or ARRA with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against ARRA by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, ARRA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

ARRA, its Board, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by ARRA are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of ARRA. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from ARRA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to ARRA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from ARRA is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of ARRA.

No report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by ARRA.

Consultant shall, at such time and in such form as ARRA may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by ARRA that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of ARRA or its designees at all proper times, and gives ARRA the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting

documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by ARRA's preliminary examination or audit of records, and the ARRA's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse ARRA for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to ARRA shall be addressed to ARRA at:

Development Services Department  
950 W. Mall Square, 2<sup>nd</sup> Floor  
Alameda CA 94501  
Attention: Debbie Potter

All notices, demands, requests, or approvals from ARRA to Consultant shall be addressed to Consultant at:

Russell Resources, Inc.  
440 Nova Albion Way, Suite 1  
San Rafael, CA 94903  
Attention: Peter Russell

18. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from ARRA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, ARRA may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

ARRA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by ARRA.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from ARRA to do otherwise.

22. **WAIVER:**

A waiver by ARRA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both ARRA and Consultant.

24. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.


25. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Russell Resources, Inc.


Alameda Reuse & Redevelopment  
Authority

  
By: Peter Russell  
Title: President

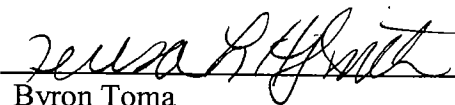
\_\_\_\_\_  
Debra Kurita  
Executive Director

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Leslie A. Little  
Development Services Director

  
\_\_\_\_\_  
Debbie Potter, Manager  
Base Reuse & Community Development

APPROVED AS TO FORM:

  
for \_\_\_\_\_  
Byron Toma  
Assistant City Attorney

## 2007 Scope of Work for Russell Resources, Inc.

**Task 1:** Attend Regularly Scheduled BRAC Meetings: Base Closure Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan Public Meetings (preparation, meeting attendance, and documentation of meeting). Estimate 11 BCT meetings, 11 RAB meetings, and 4 Proposed Plan public meetings.

Budget:     \$28,500 (assumes average cost is \$1,500 per BCT meeting, and \$800 for each RAB meeting and Proposed Plan public meeting)

**Task 2:** Attend Meetings in Furtherance of Conveyance between and among ARRA, Navy, and Master Developer to Be Selected. Estimate 20 meetings.

Budget:     \$20,000 (assumes average cost is \$1,000 per meeting)

**Task 3:** Attend Meetings with Environmental Regulators and Technical Supplemental Meetings (preparation, meeting attendance, and documentation of meeting). Estimate 15 meetings.

Budget:     \$15,000 (assumes average cost is \$1,000 per meeting)

**Task 4:** Review of Technical Documents, Including Reports, Workplans, and Environmental Regulators' Comments on Same, and Preparation of Draft ARRA Comments on Selected of These Documents. Estimate 47 documents.

Budget:     \$36,500 (assumes 30 documents perused at \$200 each, 12 documents reviewed at \$1,500 each, and 5 documents reviewed and commented upon at \$2,500 each)

**Task 5:** Additional Consultation (at the request of ARRA) and Contingency. The ARRA must preauthorize these tasks.

Budget:     \$10,000 (approximately 10% of the budget for Tasks 1-4)

**Task 6:** Project Management, Including Email, Phone, Other Correspondence, Cost Accounting, Invoicing, Coordination, etc.

Budget:     \$9,000 (assume \$750 per month)

**Total 2007 Budget:**     **\$119,000**

## ***Alameda Reuse and Redevelopment Authority***

### Interoffice Memorandum

January 16, 2007

**TO:** Honorable Chair and Members of the  
Alameda Reuse and Redevelopment Authority

**FROM:** Debra Kurita, Executive Director

**SUBJ:** Authorize PM Realty Group to Enter into a Contract with Belden Consulting Engineers for Design of Pier 2 Electrical Upgrades at Alameda Point in an amount not to exceed \$109,500

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### **Background**

At its April 2006 ARRA meeting, the ARRA approved a 20-year sublease with the Maritime Administration (MARAD). In considering the lease, the ARRA reviewed a cash flow for the project, which included electrical upgrades for Pier 2. In order to absorb the cost for this project, the upgrade project was budgeted over two fiscal years.

### **Discussion**

Under the design contract, the engineers will prepare electrical and structural construction documents for Pier 2. The scope of the documents will include the following:

- New electrical substructures (conduits, pullboxes and transformer pads on Pier 2);
- New service cable and equipment to create a maximum of four service points;
- Design plans to accommodate the phased construction so that ships can continue to receive electric services at the pier;
- The removal of all auxiliary equipment from existing transformer vaults and associated electrical services being replaced;
- Maintain (reconnect) electrical services to existing lights and sump pumps being fed from vaults;
- Document the existing service conductors serving the pier and provide the necessary research to obtain existing systems information;
- Design enclosures for new pad-mounted transformers including covers and secondary oil containment areas to prevent accidental oil spillage into the bay;
- Evaluation of petro barrier in lieu of equipment enclosures;
- Design new outlet of connections for the various ship connections to shore power per MARAD's requirement;
- Structural calculations, plans and details for new equipment pads and enclosures; and
- Structural observation and evaluation of existing pier for adequacy for new transformer load (weight).

Acting as the ARRA property manager, PM Realty Group solicited bids for the required engineering work. Two bids were received, from Belden (\$109,500) and from YEI Engineers Inc. (\$70,100). While Belden is not the low bidder, YEI did not address the

entire scope of work required for the project. Because YEI was the firm that performed the design work for the Pier 3 electrical project funded by EDA in 2002, PM Realty Group performed further investigation into the proposal received by YEI to determine if its bid was viable. After checking references and follow-up investigation, it was determined that Belden could provide more comprehensive services and the bid submitted by YEI was deemed insufficient.

PM Realty Group, on behalf of the ARRA, will execute a contract with Belden and manage the project.

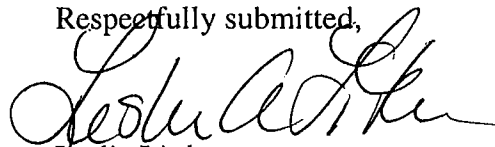
**Fiscal Impact**

The proposed contract for design of the electrical upgrades is \$109,500. The approved MARAD budget includes \$500,000 for the first half of the pier electrical upgrade project. Therefore, funds are budgeted for this project.

**Recommendation**

Authorize PM Realty Group to Enter into a Contract with Belden Consulting Engineers for Design of Pier 2 Electrical Upgrades at Alameda Point in an amount not to exceed \$109,500.

Respectfully submitted,



Leslie Little

Development Services Director



By: Nanette Banks  
Finance & Administration Manager

**UNAPPROVED MINUTES**

MINUTES OF THE SPECIAL JOINT CITY COUNCIL, ALAMEDA  
REUSE AND REDEVELOPMENT AUTHORITY (ARRA), AND  
COMMUNITY IMPROVEMENT COMMISSION (CIC) MEETING  
TUESDAY- -DECEMBER 5, 2006- -7:31 P.M.

Mayor/Chair Johnson convened the Special Joint Meeting at 7:55 p.m.

ROLL CALL - Present: Councilmembers / Authority Members /  
Commissioners Daysog, deHaan, Gilmore,  
Matarrese, and Mayor / Chair Johnson - 5.

Absent: None.

CONSENT CALENDAR

Councilmember/Authority Member/Commissioner Gilmore moved approval of the Consent Calendar.

Councilmember/Authority Member/Commissioner Matarrese seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(\*06- CC/06- CIC) Minutes of the Special Joint City Council and Community Improvement Commission Meeting held on November 21, 2006. Approved.

(\*06- CIC) Recommendation to accept the Annual Report and authorize transmittal to the State Controller's Office and the City Council. Accepted.

AGENDA ITEMS

(06- CC/06- CIC) Recommendation to accept transmittal of the:  
1) Comprehensive Annual Financial Report (CAFR) for Fiscal Year ended June 30, 2006; 2) Auditor's Agreed Upon Procedures Report on compliance with Vehicle Code Section 40200.3 Parking Citation Processing; 3) Agreed Upon Procedures Report on compliance with the Proposition 111 21005-06 Appropriations Limit Increment; 4) Police and Fire Retirement System Pension Plans 1079 and 1092 Audit Report for Fiscal Year ended June 30, 2006; 5) Metropolitan Transportation Commission Grant Programs Financial Statements for Year ended June 30, 2006; 6) Community Improvement Commission Basic Component Unit Financial Statements for the Year ended June 30, 2006; and 7) Alameda Reuse and Redevelopment Authority Basic Component Unit

Special Joint Meeting  
Alameda City Council, Alameda Reuse and  
Redevelopment Authority, and Community  
Improvement Commission  
December 5, 2006

Financial Statements for the Year ended June 30, 2006.

The City Auditor commended staff on the audit; stated the audit went smoothly; thanked Maze and Associates for doing a fine job.

Councilmember/Authority Member/Commissioner deHaan moved approval of the staff recommendation.

Councilmember/Authority Member/Commissioner Daysog seconded the motion.

Under discussion, Councilmember/Authority Member/Commissioner Daysog thanked City staff, City Auditor, and Maze and Associates; stated the audit is a perfect reflection of where the money is going; the audit shows a debt load comparison and puts the data in context; the public can learn much from the audit.

On the call for the question, the motion carried by unanimous voice vote - 5.

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Mayor/Chair Johnson called a recess at 7:58 p.m. and reconvened the Joint Meeting at 9:13 p.m.

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(06- CC/06- CIC) Joint Public Hearing to consider adoption of resolutions and introduction of ordinances related to the Catellus Mixed Use Development Project.

The Supervising Planner gave a brief Power Point presentation.

The Base Reuse and Community Development Manager gave a brief report.

Karen Altschuler, with SMWM, provided a brief report on the plans for physical improvements.

Tom Marshall, Catellus Executive Vice President, provided a brief report on project phasing.

Mayor/Chair Johnson opened the public portion of the hearing; stated speakers would be limited to two minutes.

Proponents (In favor of staff recommendation): Nicholas Simpson, Miracle League; Jaime Moreno, Boys and Girls Club of Alameda; Ed Clark, West Alameda Business Association (WABA); Barry Luboviski; Lisa Dickerson, Alameda; Oliver M. Vido, Alameda; Theresa Golden,

Special Joint Meeting  
Alameda City Council, Alameda Reuse and  
Redevelopment Authority, and Community  
Improvement Commission  
December 5, 2006

Alameda; Eric J. Kos, Greater Alameda Business Association (GABA); John Abrate, Alameda; Patty Jacobs, Alameda; Diane Lichtenstein, Alameda; Jennifer Cohen, Alameda; Diana Kenney, Miracle League; Kurt Atherton, Marina Square; Russ Grant, Alameda; Harry Hartman, Alameda; Kathy Wagner, Marina Square Athletic Club (provided handout); Cathy Leong, Alameda; Matt Maloon, International Brotherhood of Electrical Workers 595 (IBEW); Bruce Reeves, Alameda; Bruce Lymburn, Clif Bar and Company; Diana Thomas, Marina Square Athletic Club; Andy Slivka, Carpenters Union; David Steele, Alameda; Barry Cohn, NAI BT Commercial; Don Peterson, Alameda; Lauren Do, Alameda; Lorre Zuppan, Alameda; Lucy Gigli, Bike Alameda and Coalition Partners; Jeff Cambra, Bike Alameda and Coalition Partners (provided handout); Jon Spangler, Pedestrian Friendly Alameda; Anne Rockwell, Miracle League; Donna Gianovlis, Cardinal Point; Bill Williford, Oakland; Kent Rosenblum, Rosenblum Cellars; Saboor Zapari, Angela's Restaurant; John Rockwell, Alameda; Eugenie Young, Alameda; Bram Briggance, Miracle League; Melody Marr, Alameda Chamber of Commerce; Jim Rockwell, Miracle League; Seth Hamalian, Alameda; Mario Mariani, Alameda; Nick Cabral, Alameda; Roberta Rockwell, Miracle League.

Neutral: Jean Sweeney, Alameda (provided handout); David Giovannoli, Alameda; David Kirwin, Alameda; Denise Brady, Alameda.

There being no further speakers, Mayor Johnson closed the public portion of the hearing.

Councilmember/Authority Member/Commissioner Matarrese requested an explanation of the City's financial obligations, including where the money would come from and where the money would go.

Vice Mayor/Authority Member/Commissioner Gilmore requested an explanation of the City's responsibilities under the existing DDA and when obligations would start.

The Base Reuse and Community Development Manager stated \$27.5 million is the tax increment contribution; another \$8 million contribution may be required if the project does not achieve a 12% Rate of Return for the developer; the City expects to be netting a \$5 million Bayport profit participation; the three items total the City's sole commitment of \$40.5 million and are tax increment funds generated by the project; the money is tied to the developer's property investment which creates the value leading to the tax increment reinvested for demolition and backbone infrastructure work and is capped at \$40.5 million; the CIC had an uncapped obligation to pay for the predevelopment, demolition, backbone infrastructure, and CEQA mitigation under the existing DDA; the new

DDA caps the obligation; the developer is fronting the entire project cost and the CIC is not required to borrow money as outlined in the existing deal.

Councilmember/Authority Member/Commissioner Matarrese requested an explanation of the profit participation.

The Base Reuse and Community Development Manager stated there is a set per lot land price for the Bayport project in addition to a profit participation formula in the existing DDA that states the CIC would share in the upside if the deal turned out to be better than originally contemplated; the project participation is being generated now and is being used to pay for the backbone infrastructure, demolition and other Bayport obligations; the maximum proceeds of \$5 million would be pledged to the Alameda Landing project when all of the shortfall loans and predevelopment obligations are paid off; the obligation is identical to the existing deal.

Councilmember/Authority Member/Commissioner Matarrese inquired whether the cash contribution is the property tax increment that is generated from developer improvements.

The Base Reuse and Community Development Manager responded in the affirmative; stated the proposal is to have funds raised via bond sales versus annual tax increment allocations; the bonds would be secured with the tax increment, not by money tied to the General Fund.

Vice Mayor/Authority Member/Commissioner Gilmore requested an explanation of the land value.

The Base Reuse and Community Development Manager stated Catellus is estimating a \$60.3 million land value once all improvements are constructed; the land has minimal value now; Catellus needs to invest \$103 million in the project to yield the \$60.3 million land value; Catellus would complete the property improvements; the land would be contributed to the project in exchange for the property investment; the CIC would not be contributing cash to the project; Catellus would be credited against the investment; the land would be put into the deal and would become the improved land; the developer's return would go up in the event that the project results in greater land values; the CIC would share 50/50 if the project is extremely successful and the developer hits an 18% return; there is an opportunity to share in the upside and recoup the project value.

Councilmember/Authority Member/Commissioner deHaan inquired how much money would be generated with the Bayport profit share and whether all of the money would go back into the project.

The Base Reuse and Community Development Manager responded the Bayport profit participation is the net once all obligations have been paid down; a \$30 million profit participation is anticipated; \$25 million would be used to pay off obligations.

Councilmember/Authority Member/Commissioner Daysog inquired whether the City had no revenue stream and had to work with Catellus as a partner to provide the funding.

The Base Reuse and Community Development Manager responded in the affirmative; stated the City has a backbone infrastructure obligation; other costs escalated and reflect the ultimate project costs.

Councilmember/Authority Member/Commissioner Daysog stated Council thought that the City would barely break even because the Bayport homes were to sell for \$400,000 on average; the homes are selling between \$700,000 and \$900,000.

The Base Reuse and Community Development Manager stated the strength of the residential market is what made the project financially viable for the CIC; the small amount of profit participation would be put toward Alameda Landing.

Councilmember/Authority Member/Commissioner deHaan requested an explanation of the wharf rehabilitation plan and the City's share.

The Base Reuse and Community Development Manager responded the City is contributing \$40.5 million overall for the project; stated Catellus is responsible for all wharf renovation costs which are included in the \$76.3 million figure; the wharf component is approximately \$25 million.

Councilmember/Authority Member/Commissioner deHaan inquired who would be responsible for maintenance once the project is built out.

The Base Reuse and Community Development Manager responded the City would maintain the public portions of the wharf through the Municipal Services District; stated Catellus would maintain the private portions.

Mayor/Chair Johnson stated project evaluations are based upon not knowing whether Clif Bar would be part of the project; the City is

hopeful that Clif Bar would be part of the project.

The Base Reuse and Community Development Manager stated Clif Bar and Catellus have a signed letter of intent but a lease has not been executed.

Councilmember/Authority Member/Commissioner deHaan inquired whether Catellus would take over funding Tinker Avenue, to which the Base Reuse and Community Development Manager responded in the affirmative.

Councilmember/Authority Member/Commissioner deHaan inquired whether Catellus would take over the residential remediation requirements, to which the Base Reuse and Community Development Manager responded in the affirmative.

Councilmember/Authority Member/Commissioner deHaan inquired whether Catellus would put funding into the Atlanta Avenue and Clement Avenue extension in support of the transportation corridors.

The Base Reuse and Community Development Manager responded the analysis is part of the Environmental Impact Report (EIR); stated the Supervising Planner indicated that the Clement Avenue extension was not an impacted intersection when analyzed as part of the EIR.

Mayor/Chair Johnson requested an explanation of the Tinker Avenue extension project and timeline; stated land banking has resulted in a significant amount of blight throughout the northern waterfront.

The Base Reuse and Community Development Manager responded the Tinker Avenue extension project requirement is not different than the project approved in 2000; the EIR adopted a statement of overriding considerations and recognized that the Tinker Avenue extension may be infeasible because of third party issues beyond the City's control; the City may not be able to get a permit from CalTrans or be able to acquire the necessary land for the Tinker Avenue extension; the Supplement EIR (SEIR) makes findings identical to the 2000 EIR; the developer and the City recognize that the Tinker Avenue extension is an important east/west corridor for the West End; the funding is built into the \$76.3 million figure; the project needs to be diligently pursued; the CalTrans permit is very close to being secured; the DDA requires the developer to come back to Council if the Tinker Avenue project is declared infeasible and an agreement is not reached with the College District; Council would have the opportunity to evaluate the work done to date and request a ninety-day review to ensure that the extension happens; the project contemplates that there

should be alternative improvements if the Council decides that the right-of-way acquisition cannot happen; the alternative improvements have not been designed, subject to CEQA, and may require acquisition of land that the City does not control; the developer would pay an in-lieu fee that would be used to augment the Transportation Demand Management (TDM) Program designed to reduce trips if the alternative improvements are also infeasible; the in-lieu fee would be a bonus payment because the 2000 EIR and the SEIR call for Council to adopt a statement of overriding considerations so that the project could go forward without Tinker Avenue; everyone recognizes that the Tinker Avenue extension is very important to yield optimum land values.

Councilmember/Authority Member/Commissioner Matarrese stated Section 3.72 (C) and (D) of the DDA could be interpreted as not being an interactive process; the ninety-day review is not noted in the DDA.

The Base Reuse and Community Development Manager stated the language is part of the supplemental staff report.

Councilmember/Authority Member/Commissioner Matarrese stated the language should be bulletproof.

Vice Mayor/Authority Member/Commissioner Gilmore inquired who would be responsible for funding plans, acquisition, and construction if Tinker Avenue extension is deemed infeasible, to which the Base Reuse and Community Development Manager responded Catellus.

Councilmember/Authority Member/Commissioner Daysog stated everyone sees the project as a rare opportunity to transform a blighted area into something beautiful; inquired whether any thought has been given to beautifying the area when entering Alameda through the Webster Street Tube.

The Base Reuse and Community Development Manager responded the property is not adjacent to the Tube; stated extensive work has been done to landscape the area and provide signage to welcome people to Alameda and the Alameda Landing project.

Councilmember/Authority Member/Commissioner Daysog inquired whether organizational issues have come up, such as working with the West Alameda Business Association (WABA) in conjunction with the developer.

The Base Reuse and Community Development Manager responded Catellus is willing to work with the City and WABA to bring pressure on

CalTrans to put a little more elbow grease in keeping the Webster Street Tube area cleaned up.

Councilmember/Authority Member/Commissioner Daysog requested an explanation of coordinating physical design issues with Webster Street.

The Base Reuse and Community Development Manager stated WABA is interested in ensuring that the Alameda Landing project and Webster Street are seen as one big project which would encourage people to go between Alameda Landing and Webster Street; matching light standards, benches and landscaping have been discussed.

Councilmember/Authority Member/Commissioner deHaan inquired what amount has been budgeted for the Willie Stargell extension, to which the Base Reuse and Community Development Manager responded approximately \$20 million.

Councilmember/Authority Member/Commissioner deHaan inquired what the amount would be if in-lieu fees occurred.

The Base Reuse and Community Development Manager responded the in-lieu fees are based on a formula; stated phasing is very important; the project contemplates that the last conveyance parcel has to be acquired no later than 2016, which is two years earlier than the last required land purchase under the existing DDA; the first phase is accelerated from the existing DDA which had 14 acres of minimum takedowns; the first backbone demolition phase contains approximately 38 acres; the City would require Catellus to take down a minimum 14-acre parcel and begin demolition work three years from now in the event that all the conditions preceding the first phase of demolition have been met with the exception of the requirement that the project makes a 12% return; the latest time the developer would start working on the first phase would be three years from now; the latest time the developer could purchase the last phase of land would be ten years from now; the time line is accelerated from the existing DDA with the minor exception that Catellus would have to purchase the first 14-acre parcel in 2008 under the existing DDA; Catellus would purchase a 14-acre parcel that would require the least amount of demolition and backbone infrastructure.

Councilmember/Authority Member/Commissioner Daysog stated visual design issues need to be addressed by the Planning Board and community; the retail buildings parallel to the Webster Street Tube run the potential of being a plain wall; the new library has nice windows along Lincoln Avenue; inquired whether the DDA allows

Council and the Planning Board flexibility to institute design features.

The Base Reuse and Community Development Manager responded Council is requested to amend the Master Plan; stated the Master Plan sets out design guidelines and conditions; Catellus must bring each development plan back to the Planning Board for approval; plans must be consistent with the Master Plan guidelines.

Mayor/Chair Johnson inquired whether the Planning Board would approve the guidelines.

The Base Reuse and Community Development Manager responded the design guidelines are part of the Master Plan that was presented to the Planning Board and is before Council tonight.

Vice Mayor/Authority Member/Commissioner Gilmore inquired whether Council had the ability to go back and tweak the Transportation Demand Management (TDM) program if the project is approved tonight.

The Base Reuse and Community Development Manager responded Bike Alameda requested a minor amendment to the Conditions of Approval for the Master Plan that would allow the Transportation Commission the ability to weigh in on the TDM; Catellus is comfortable with the modifications to the Conditions of Approval.

Vice Mayor/Authority Member/Commissioner Gilmore stated the report shows that Catellus would operate the water taxi shuttle on a one-year pilot basis; there is no criteria for deciding if, how, and when the shuttle would continue; questioned how the TDM's success would be measured; stated trip reduction goals have not been set; funding has been capped and would go to the water taxi mostly; inquired whether the maximum parking spaces are any different from the minimum parking spaces set for the Alameda Towne Center.

The Supervising Planner responded the Conditions of Approval are part of the Master Plan and would be adopted by ordinance; stated the TDM program is set to provide an outline of what the program should include; Catellus must provide a detailed TDM program which would be reviewed by the Planning Board and Transportation Commission before first phase development is approved; an annual reporting process also would be required to evaluate how the program is doing; flexibility is necessary for the TDM Coordinator to respond to user demand.

Vice Mayor/Authority Member/Commissioner Gilmore inquired whether the Transportation Commission and Planning Board could set trip

reduction goals and a measuring methodology.

The Supervising Planner responded in the affirmative; stated the business deal provides Catellus with some security as to the program cost; \$425,000 must be provided to the TDM program for operations each year; the City does not have the ability to come back in three years and unilaterally request \$600,000.

Mayor/Chair Johnson inquired who determines how to use the \$425,000.

The Supervising Planner responded the Planning Board and Transportation Commission have the ability to review the TDM program for the first phase of the project; stated the program would be up and running once the first phase development is approved; the manager would oversee the use of the money.

Mayor/Chair Johnson inquired whether recommendations would be brought to Council.

The Supervising Planner responded in the negative; stated the site phase is at the Planning Board approval level.

Vice Mayor/Authority Member/Commissioner Gilmore inquired whether shuttle use would be contemplated in the TDM program.

The Supervising Planner responded the idea was to establish a funding source for an annual operation and allow some flexibility for how best to use the money.

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Councilmember/Authority Member/Commissioner Daysog moved to continue the meeting past midnight.

Vice Mayor/Authority Member/Commissioner Gilmore seconded the motion, which carried by unanimous voice vote - 5.

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Vice Mayor/Authority Member/Commissioner Gilmore stated some Tinker Avenue/Wilber "Willie" Stargell extension issues may arise; a certain amount of lag time is possible; she would not like to get into a situation where the City is strapped with a \$425,000 cap and is locked into a Transportation Management Plan (TMP); alternative plans are needed.

Councilmember/Authority Member/Commissioner Daysog inquired how retail impact concerns would be addressed.

The Base Reuse and Community Development Manager responded the entitlement process is part of putting the project together; stated a retail impact analysis was prepared; the DDA requires that the retail tenanting strategy be consistent with the analysis and address leakage; the leakage is identified in the study; Catellus is required to put together a retail leasing strategy and to meet with staff to discuss meeting the leasing strategy on a quarterly basis.

Councilmember/Authority Member/Commissioner Daysog stated Exhibit C of the DDA refers to public benefits; the bullet points seem to address project intentions; inquired whether the public benefits are not action statements.

The Base Reuse and Community Development Manager responded in the affirmative; stated the community benefits are identified in conjunction with the statement of overriding considerations; project community benefits are listed in exchange for the statement of overriding considerations.

Councilmember/Authority Member/Commissioner Daysog stated he does not see a statement regarding how the project could jumpstart the beautification process around the Webster Street Tube area.

Mayor/Chair Johnson inquired who owned the Webster Street Tube area, to which Councilmember/Authority Member/Commission Daysog responded CalTrans.

Vice Mayor/Authority Member/Commissioner Gilmore stated Catellus would meet quarterly with staff to discuss whether the tenanting strategy is on target; inquired what would happen if the tenanting strategy was not on target; stated experience has shown that situations may occur where the tenanting strategy might get off track; inquired how much oversight there would be.

Mayor/Chair Johnson stated an example would be the Bridgeside project.

In response to Vice Mayor/Authority Member/Commissioner Gilmore, the Base Reuse and Community Development Manager stated the DDA requires Catellus to come back to the Economic Development Commission (EDC) and CIC and amend the DDA if deviations are made to the tenanting strategy and leakage analysis; accountability is built into the DDA.

Councilmember/Authority Member/Commissioner Daysog inquired how a

better quality apparel retailer mix is being addressed.

The Base Reuse and Community Development Manager responded focus is placed on retail categories and would be addressed at the staff quarterly meetings.

Mayor/Chair Johnson inquired what is the projected amount per square foot for the retail area.

The Base Reuse and Community Development Manager responded the performance currently shows a net of \$12.01 per square foot; the net would be in the high \$20.00's per square foot when Catellus builds the improvements and enters into leases.

Councilmember/Authority Member/Commissioner deHaan inquired whether footprints larger than 50,000 square feet are anticipated.

The Base Reuse and Community Development Manager responded there is nothing to cap the amount of square footage for any individual retail user.

Councilmember/Authority Member/Commissioner deHaan inquired whether the square footage could be as high as 225,000 square feet for one tenant.

The Base Reuse and Community Development Manager responded it would be highly unlikely to have one tenant at 225,000 square feet and the rest making up 75,000 square feet.

Councilmember/Authority Member/Commissioner deHaan stated the issue should come back to Council, the EDC, or Planning Board; Council did not have aspirations for the type of tenants at Bridgeside; Bed Bath and Beyond and Borders would go into the Towne Center most likely; overlap questions need to be addressed.

Councilmember/Authority Member/Commissioner Daysog stated the project should be designed to ensure high quality in amenities, open space, and friendliness; proactive work needs to be done with potential store owners to let them know that potential sales would be not just from the Alameda consumer but from Jack London Square residents.

The Base Reuse and Community Development Manager stated the DDA references Chapter 3 of the retail impact update; Chapter 3 contains a table that lists sample tenants; Council would have the opportunity to require Catellus to go back to the EDC, and CIC if desired, to revise the tenanting strategy if there is tenant

deviation.

Mayor/Chair Johnson stated said requirement should be implemented and would ease a lot of concerns.

The Base Reuse and Community Development Manager stated an EDC and CIC re-examination would be triggered if staff perceives that the list of tenants is strained.

Councilmember/Authority Member/Commissioner Matarrese stated he would like to see a staff evaluation presented; he is concerned with the potential for an Orchard's with the existing Pagano's Hardware; the project is good and has broad support; the process has been great; the DDA should ensure that discussions happen.

Vice Mayor/Authority Member/Commissioner Gilmore stated she is not satisfied with the TDM.

Councilmember/Authority Member/Commissioner Matarrese stated different entitlements are given; there is a switch from an all commercial R&D entitlement to an entitlement that has retail and residential; the two entitlements have different impacts; the retail entitlement impacts Webster Street and the rest of the City's retail nodes; inquired whether the Memorandum of Understanding (MOU) between WABA and Catellus in the DDA.

The Base Reuse and Community Development Manager responded the MOU is noted in DDA Section 13.33.

Councilmember/Authority Member/Commissioner Matarrese stated the MOU is not mentioned in Section 4.10.

The Base Reuse and Community Development Manager stated WABA is addressed in the DA and in the DDA on page 83, and acknowledges that both parties have signed the MOU and what the obligations are; the MOU could be attached to the DDA.

Mayor/Chair Johnson stated the MOU should be attached as an exhibit; the DDA notes WABA's desire to limit smaller retailers.

Councilmember/Authority Member/Commissioner Matarrese stated the retail and residential entitlements have different transportation patterns; he can see residential commuters trying to head out of the Webster Street Tube at commute time; he is happy with the water shuttle; he would like the land shuttle and ride share described explicitly in the TDM; goals should be described; the goal is not to have a TDM program but is to reduce the number of vehicle trips,

provide improved non-auto transit options, and implement metrics to measure success; land shuttle and ride share lots need to be called out but should not be limited.

The Supervising Planner stated the Conditions of Approval include the land and water shuttle as required elements of the first phase of the TDM; the Master Plan also calls for an on-sight ride share lot.

The Assistant City Manager stated the cross references are generally universal between the DA and the Conditions of Approval exhibits.

The Base Reuse and Community Development Manager stated some of the documents, such as the DA and Master Plan, are City documents; the DDA is a CIC document.

Councilmember/Authority Member/Commissioner Matarrese stated goals should be mentioned.

Vice Mayor/Authority Member/Commissioner Gilmore stated she would like to see something that addresses the potential lag in Tinker Avenue and the alternatives as related to the TDM and cap; she understands how Catellus would like to cap responsibility; she would like some mechanism in place if the City gets into a situation where the project is roaring and then there is a lag between building Tinker Avenue or building an alternative; she would like to see an increase in the amount of money to shuttle people until the Tinker Avenue extension or alternatives are built.

The Base Reuse and Community Development Manager suggested amending the language to have Council evaluate what should be done with augmenting the TDM with reference to the Tinker Avenue extension when infeasibility is declared.

The Assistant City Manager stated all the Tinker Avenue determinations have to be made before the project is started in the second and third phase.

Vice Mayor/Authority Member/Commissioner Gilmore stated she is concerned about what to do with the existing phase of the project until the City figures out what to do with Tinker Avenue.

Councilmember/Authority Member/Commissioner Daysog inquired whether there are processes and mechanisms in place to deal with referenced transportation questions.

The Base Reuse and Community Development Manager responded the documents could be adopted as amended; stated the DDA provision could be expanded when the Tinker Avenue declaration of infeasibility comes to Council; the TDM could be augmented; the goals of the TDM Program could be articulated.

The Assistant City Manager stated the DDA was designed to be as flexible as possible in order to respond to need; the developer is trying not to allow the City to come back with an unlimited tax for money to fix problems that might arise.

Councilmember/Authority Member/Commissioner Daysog stated he is comfortable that processes are in place to deal with issues that Council has raised; the process has been long; it is important to believe that trust has been built.

Mayor/Chair Johnson stated approval could be given with direction to add language and provisions relating to issues discussed.

Vice Mayor/Authority Member/Commissioner Gilmore requested clarification on the TDM; inquired whether the TDM would be devised after specific approval of project phases and could go hand in hand.

The Supervising Planner responded the Conditions of Approval require that a detailed TDM program describing the entire program for all phases be presented to the Transportation Commission and Planning Board; stated operations have been front loaded; Condition of Approval #11 states buses would be on the road and running at a minimum 30-minute headway for the first 100,000 square feet of nonresidential or first 150 housing units, whichever comes first; the project is the beginning of the West End TDM program.

Councilmember/Authority Member/Commissioner Matarrese stated internet connection would be needed; negotiations could include utilizing Alameda Power and Telecom (AP&T) as the preferred provider on residential and commercial land sales; he would like to see municipal electric buses utilized.

The Supervising Planner stated the TDM program would explain whether alternative fuel vehicles are used, and if not, why not; an annual report would review the decision.

Mayor/Chair Johnson stated there are many areas in Alameda where AP&T infrastructure is excluded.

Councilmember/Authority Member/Commissioner Daysog stated he does

not care what type of bus people take, as long as busses are used as alternative vehicles.

Mr. Marshall stated Catellus has demonstrated willingness to discuss all issues; he would prefer to be better informed before making a commitment to use a particular provider.

Councilmember/Authority Member/Commissioner Matarrese stated issues have been discussed for some time; he wants the AP&T connection for the internet.

Mayor/Chair Johnson stated AP&T would install the infrastructure into the buildings.

Gregory Weaver, Catellus Managing Director, noted that by law Catellus could not require everyone to use a particular energy provider in Austin, Texas; a preferred provider package was marketed.

Mayor/Chair Johnson stated the City could not require residents to sign up with AP&T; infrastructure does not need to be installed for other companies.

Councilmember/Authority Member/Commissioner deHaan suggested that the issue be referred to the City Attorney; inquired whether Catellus has put together a tentative agreement with the unions, to which Mr. Marshall responded in the affirmative.

Councilmember/Authority Member/Commissioner Daysog stated he would like to add: "visually enhances the surrounding areas which represent a key Alameda gateway" to Pubic Benefits Exhibit C.

Councilmember/Authority Member/Commissioner Matarrese inquired whether Council certification would approve the recommended mitigations throughout the SEIR.

The Supervising Planner responded the findings resolution includes the Mitigation Monitoring Program, which outlines Catellus' commitments that the City would monitor; there is a commitment to evaluate widening Atlantic Avenue and Webster Street.

Councilmember/Authority Member/Commissioner Matarrese inquired whether widening Atlantic Avenue and Webster Street would need to be done in two years.

The Supervising Planner responded in the negative; stated the 2025 impact is tied to what happens at Alameda Point.

Councilmember/Authority Member/Commissioner Matarrese stated it is important to ensure that there is no institutional habit to widen Webster Street and Ralph Appezato Parkway.

The Supervising Planner stated the Mitigation Monitoring Program states that Catellus has committed a fair share contribution; the City would continue to evaluate the matter; many of the 2025 mitigations impacts are a result of adding Alameda Point on top of Alameda Landing.

Councilmember/Authority Member/Commissioner deHaan inquired whether the Chinatown agreement would impact Alameda Landing, to which the Supervising Planner responded in the negative.

Councilmember/Authority Member/Commissioner deHaan stated the Chinatown agreement would have no impact at this time.

The Base Reuse and Community Development Manager stated the Chinatown agreement is exempt all together.

Councilmember/Authority Member/Commissioner deHaan stated he hopes that the water and land shuttles are adequate.

Vice Mayor/Authority Member/Commissioner Gilmore stated criteria needs to be established to determines whether or not the water and land shuttles should go forward at the end of the first year; otherwise, alternatives would need to be reviewed.

The Supervising Planner stated opportunities would be available to shift funds if no one is riding the water shuttle and the buses are packed.

Councilmember/Authority Member/Commissioner deHaan inquired whether limiting the largest building to 50,000 square feet would be considered.

Mayor/Chair Johnson responded said limit would be contrary to what WABA requested.

Councilmember/Authority Member/Commissioner Daysog stated some retail stores would require more than 50,000 square feet.

Councilmember/Authority Member/Commissioner Matarrese stated the retail size does not matter; what matters is whether the tenant mix meets the requirements.

Mayor/Chair Johnson inquired whether there was a cap in the Citywide Retail Strategic Plan.

The Base Reuse and Community Development Manager responded in the negative; stated the focus has been on the quality of the tenants and design.

Councilmember/Authority Member/Commissioner Daysog stated typical Kohls stores are 75,000 square feet; 50,000 square feet might not work for Kohls; good parameters need to be set regarding the 300,000 square feet; quality retail would be needed to recoup investments made.

The Base Reuse and Community Development Manager stated the direction is that Council and the CIC would like to have the retail tenants evaluated against the table in Chapter 3 and that the matter would be brought to Council if there is deviation in the retail strategy.

Councilmember/Authority Member/Commissioner Matarrese clarified that notification should be given whether or not there is deviation from the tenanting strategy.

The Base Reuse and Community Development Manager further stated the direction is to: 1) add the TDM Program goals, including trip reduction and a matrix to evaluate the success of the program, 2) attach the WABA MOU to the DDA, 3) discuss how to augment the TDM Program if Tinker Avenue infeasibility is declared and there is a lag; 4) tighten the language to be very clear that the process is an interactive process; 5) incorporate language designating AP&T as the preferred provider to the extent allowed by the law; and 6) amend the Public Benefits schedule to include that one of the public benefits state: "visually enhances surrounding areas which represent a key Alameda gateway."

Councilmember/Authority Member/Commissioner Daysog stated Lowe's and Best Buy are examples of why retail cannot be limited to 50,000 square foot.

Councilmember/Authority Member/Commissioner deHaan stated the leakage study shows smaller footprint type retail would capture sales leakage.

The Base Reuse and Community Development Manager stated the leakage study assumes that Target would be at the Alameda Towne Center; the study would show different leakage in the event that Target does not go to the Alameda Towne Center; the idea is to be complimentary

and not competitive.

Councilmember/Authority Member/Commissioner deHaan stated higher end tenants are usually not over 50,000 square feet.

Councilmember/Authority Member/Commissioner Daysog stated he is not arguing for big box stores; he would rather have smaller, boutique-type stores.

Councilmember/Authority Member/Commissioner deHaan stated retail mix, leakage factors, Council briefing, and business associations are important.

The Base Reuse and Community Development Manager stated Catellus is willing to come back to the CIC in the event of deviation from the table.

Mr. Marshall stated Catellus would be in default of all development documents if the leakage study were not followed; tenant discussions would be a challenge in a public forum.

Vice Mayor/Authority Member/Commissioner Gilmore stated Council could receive a confidential Off Agenda Report if Catellus does not comply; the matter would not need to come to Council for public discussion.

Councilmember/Authority Member/Commissioner deHaan stated Catellus has a development in Fremont.

Mr. Marshall stated said development was Pacific Commons.

Councilmember/Authority Member/Commissioner deHaan stated some of the Planning Board members visited the site and expressed a deep concern about project direction; inquired whether Council and the CIC could be assured that the same direction would not be taken.

Mr. Marshall responded the nature of the project dictates tenant quality; stated 50,000 square feet of retail would be at the waterfront portion of the project, which leaves 250,000 square feet for core retail; big footprint buildings would be limited; the strategy would be followed.

Councilmember/Authority Member/Commissioner Daysog stated the nature of the project is pedestrian-oriented and well designed, which results in a certain self-selection; work is still required to get the type of desired tenants.

Mayor/Chair Johnson stated that she appreciates Catellus's hard work to nail down Miracle League commitments.

(06- A CC) Resolution No. 14047, "Certifying the Final Supplemental Environmental Impact Report for the Revised Catellus Mixed Use Development (State Clearinghouse #2006012091)." Adopted.

Councilmember Daysog moved adoption of the resolution.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06- B CC) Resolution No. 14048, "Making Findings Regarding Environmental Impacts and Mitigation Measures, Making Findings Concerning Alternatives, Adopting a Mitigation Monitoring and Reporting Program and Adopting a Statement of Overriding Considerations in Accordance with the California Environmental Quality Act for the Alameda Landing Mixed Use Development Project (State Clearinghouse #2006012091)." Adopted.

Vice Mayor Gilmore moved adoption of the resolution incorporating amendments made prior to the meeting.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06- C CC) Resolution No. 14049, "Approving General Plan Amendment, GPA-06-01: General Plan Amendments to: (A) Amend the General Plan Land Use Diagram to Change the Designation of Approximately 74 Acres of the Catellus Mixed Use Development Project Site from Business Park to Specified Mixed Use Area, and (B) Amend Sections 2.2, 2.3, 2.6 and Associated Tables of the Land Use Element to Reflect the New Specified Mixed Use Area." Adopted.

Councilmember Matarrese moved adoption of the resolution.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote - 5.

(06- D CC) Introduction of Ordinance Approving Master Plan Amendment MPA-06-001 Substituting Office, Retail, Health Club, Residential and/or Mixed Uses for Approximately 77 Acres of Previously Entitled Office/Research and Development Uses. Introduced.

Councilmember deHaan moved introduction of the ordinance incorporating amendments made at the meeting.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(06- E CC) Introduction of Ordinance Approving Development Agreement Amendment DA-06-0002 to the Development Agreement By and Between the City of Alameda and Catellus Development Corporation, Dated June 6, 2000, as Amended. Introduced.

Councilmember Daysog moved introduction of the ordinance incorporating amendments made at the meeting.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06- F CC) Introduction of Ordinance Approving Development Agreement DA-06-0003 By and Between the City of Alameda and Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) Governing the Development of Up To 400,000 Square Feet of Office Space; a 20,000 Square Foot Health Club; Up To 300 Residential Units; and 300,000 Square Feet of Retail Space or 50,000 Square Feet of Retail Space and 370,000 Square Feet of Research and Development Space. Introduced.

Vice Mayor Gilmore moved introduction of the ordinance incorporating amendments made at the meeting.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote 5.

(06- G CC) Introduction of Ordinance Approving Development Agreement DA-06-004 By and Between the City of Alameda and the Palmtree Acquisition Corporation Governing the Development of Up To 300 Housing Units. Introduced.

Councilmember Matarrese moved introduction of the ordinance incorporating amendments made at the meeting.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote.

(06- H CC) Resolution No. 14050, "Approving and Authorizing Execution of (1) an Amendment of the Disposition and Development Agreement with Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) FOCIL-BP, LLC and Bayport Alameda Associates, LLC for the Sale and Development of Certain Real Property at the Fleet Industrial Supply Center

("FISC") and the East Housing Portion of the Naval Air Station; and (2) a New Disposition and Development Agreement with Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) FOCIL-BP, LLC and Bayport Alameda Associates, LLC for the Sale and Development of Certain Real Property at the FISC." Adopted.

Councilmember deHaan moved adoption of the resolution incorporating amendments made prior to the meeting.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06- A CIC) Resolution No. 06-148, "Approving a Supplemental Environmental Impact Report for the Alameda Landing Mixed Use Development Project and: 1) Adopting Findings of Fact Regarding Environmental Impacts and Mitigation Measures, 2) Adopting Findings of Fact Concerning Alternatives, 3) Adopting the Mitigation Monitoring and Reporting Program, 4) Adopting a Statement of Overriding Considerations, 5) Authorizing the Executive Director to Amend the Disposition and Development Agreement with Palmtree Acquisition Corporation (Successor by Merger to the Catellus Development Corporation) FOCIL-BP, LLC and Bayport Alameda Associates, LLC for the Sale and Development of Certain Real Property at the Fleet Industrial Supply Center ("FISC") and the East Housing Portion of the Naval Air Station, and 6) Authorizing the Executive Director to Enter Into a New Disposition and Development Agreement with Palmtree Acquisition Corporation for the Sale and Development of Certain Real Property at the FISC." Adopted.

Commissioner Daysog moved adoption of the resolution incorporating amendments made prior to the meeting.

Commissioner Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(06- B CIC) Recommendation to approve a Memorandum of Agreement regarding sources of repayment by and among the CIC, Palmtree Acquisition Development Corporation and FOCIL-BP, LLC documenting the sources of repayment to FOCIL pursuant to the Bayport DD.

Commissioner Daysog moved approval of the Memorandum of Understanding.

Commissioner Matarrese seconded the motion, which carried by unanimous voice vote - 5.

ADJOURNMENT

There being no further business, Mayor/Chair Johnson adjourned the Special Joint Meeting at 1:07 a.m.

Respectfully submitted,

Lara Weisiger, City Clerk  
Secretary, Community Improvement  
Commission

The agenda for this meeting was posted in accordance with the Brown Act.

CITY OF ALAMEDA  
MEMORANDUM

Date: January 16, 2007

To: Honorable Chair and  
Members of the Community Improvement Commission

From: Debra Kurita  
Executive Director

Re: Report on Alameda Theater, Cineplex, and Parking Structure Project  
Construction Update

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**BACKGROUND**

The City of Alameda Community Improvement Commission (CIC) approved construction contracts with C. Overaa & Co. (Overaa) on July 26, 2006 for the rehabilitation and restoration of the historic Alameda Theater and the design-build new construction of the Civic Center Parking Garage. The CIC approved the Theater construction contract for \$8,800,000 million and approved the parking garage design-build contract for \$9,104,000 with the condition that the garage project be value-engineered within the CIC's budget before the construction phase commenced. At the July 2006 CIC meeting, the proposed value-engineering items were discussed for both the theater and parking garage projects. The Theater construction contract commenced in October 2006; the design phase of the parking garage project, in August 2006; and the construction phase of the parking garage, in October 2006.

The overall project will consist of an eight-screen movie theater, including a 484-seat, single-screen theater in the historic Alameda Theater and seven screens in the new cineplex, 6,100 square feet of retail, and an approximately 340-space parking garage.

**DISCUSSION**

The parking garage and theater projects are on schedule and on budget. The status of both the Theater and parking garage projects including the budget (including contingency), payments, and schedule are provided in Attachments 1 and 2, respectively. Both projects are slated to achieve substantial completion by the end of 2007. A summary of the status of each project is also provided below.

**Alameda Theater**

Overaa has made significant progress on the rehabilitation and restoration of the Alameda Theater since October. During the early weeks of construction, Overaa

inventoried and removed all of the historic light fixtures for repair and cleaning and carefully protected all of the remaining historic elements in the Theater including the decorative mirrors, walls, and railings. Once the protection phase was complete, abatement of hazardous materials and general and selective demolition began. During abatement of hazardous materials, additional unknown hazardous materials were discovered that could not have been previously detected. It is estimated that approximately \$15,000 in contingency funds will be required to abate these unforeseen materials. General demolition of non-historic items included removal of the level concrete floor and buffer walls in the auditorium, the upper auditoriums, storefronts, and old mechanical equipment.

Additionally, the existing first-floor door and second-story window on the western elevation of the Theater, which will provide primary access to and from the cineplex, were sawcut and enlarged. Rough electrical work has also started. This initial work revealed the need to make unanticipated changes to the electrical contract including: 1) enlargement of the electrical room to meet electrical code requirements, and 2) re-routing of a power supply wire from the historic Theater building unknowingly serving the adjacent property. These electrical changes are currently estimated at approximately \$45,000. The acoustical panels proposed for above the stage in the main auditorium were redesigned, resulting in an approximate \$18,000 cost savings to the CIC. Overall, these and other minor contract changes are estimated to require approximately \$56,000 in contingency funds. The total contingency budget for the Theater is \$1.1 million (Attachment 1).

### Parking Garage

Since contract approval in July, CIC staff and Overaa finalized the value-engineering for the garage design, reducing the contract price to within the CIC's budget. (See Attachment 3 for a list of final changes.) The original contract price of \$9,104,000 was reduced by \$604,111, resulting in a final contract price of \$8,500,000. Based on these value-engineering revisions, Overaa's design team completed construction design documents and received grading, foundation and superstructure permits for the project. The 100% building permit is being finalized and is expected within the next several weeks.

Overaa has mobilized on the site, installed temporary fencing around the site, demolished existing pavement, underpinned and shored the adjacent Long's property, and completed mass excavation of the basement level. As part of the excavation effort, Overaa dug a deep hole on the site to determine the quantity and level of the groundwater table at the elevation of the proposed foundations. Based on this evaluation, it was determined that the parking garage project will require dewatering of groundwater while foundations are being excavated and poured. The installation of a dewatering system requires a change to the contract with Overaa and the use of CIC budgeted contingency funds. The extent of this groundwater issue was difficult to foresee without knowing the design and depth of the proposed footings. The use of

large de-sediment and filtration tanks is required for storing and pumping site groundwater and stormwater. While the CIC has the responsibility for disposing of contaminated groundwater, Overaa is responsible for the removal of stormwater, and, therefore, will share the cost of the filtration and dewatering system with the CIC. The CIC is now estimating a dewatering budget of \$75,000 over the next two months while foundations are completed.

In consultation with the CIC's environmental consultant and the Regional Water Quality Control Board (RWQCB), it was determined that it will also be necessary to take preventative measures to ensure that contaminated groundwater is not discharged into the City's storm drain. Previous environmental investigations indicated that low levels of petroleum hydrocarbons and possibly volatile organic compounds may be present in the groundwater at certain depths and in specific areas at the site, but without knowing the design and depth of the foundations, it was difficult to plan for the need for a treatment system. Due to the potential presence of these substances and the proposed depths of the footings, CIC staff is working closely with its environmental consultant and the RWQCB to install, operate and maintain an appropriate treatment system, and to monitor, analyze and report on the contamination levels of the water. The CIC is now estimating a treatment system budget of \$80,000 over the next two months during foundation construction. Lastly, during the design phase, the electrical routing was revised to coordinate more closely with the cineplex, which is likely to result in a \$15,000 cost savings to the CIC.

While the dewatering and treatment systems budgets of \$155,000 comprise a substantial portion of the CIC's \$415,000 contingency budget, it has always been disclosed that most of the CIC's unknown costs lie with these underground soil and groundwater conditions. Once the foundations are completed, limited additional risk remains with the CIC due to the design-build approach of the project. In a design-build contract, the liability for change orders due to design deficiencies lies with the architect and engineers employed directly by the General Contractor, rather than with the City.

### Cineplex

Alameda Entertainment Associates (AEA), the cineplex developer, has received bids and will finalize a contract price for the construction of the cineplex component of the project by early January. Upon execution of a construction contract, AEA will finalize its financing by the end of January and commence construction in February. An oral update will be provided to the Council during the meeting.

### POLICY DOCUMENT CROSS REFERENCE

*Alameda Downtown Vision Plan 2000 – Action B1.0 – Renovate/restore Alameda Theater.*

*Alameda Downtown Vision Plan 2000* – Action F4 – Consider building a parking structure as part of a Downtown parking management program.

BUDGET CONSIDERATION/FISCAL IMPACT

The total CIC budget for the Alameda Theater, Cineplex, and Parking Garage project is \$30.2 million. This amount includes all soft costs, design, engineering, acquisition, demolition, environmental remediation, tenant relocation, construction, and contingencies. In addition, the developer will contribute at least another \$5.4 million to the cineplex component of the project. Attachment 4 outlines the most current project budget for all CIC funds and Attachment 5 provides a summary of overall project expenditures.


RECOMMENDATION

For information only; no action required.

Respectfully submitted,



Leslie A. Little  
Development Services Director



By: Dorene E. Soto  
Manager, Business Development Division



By: Jennifer Ott  
Redevelopment Manager

DK/LAL/DES/JO:rv

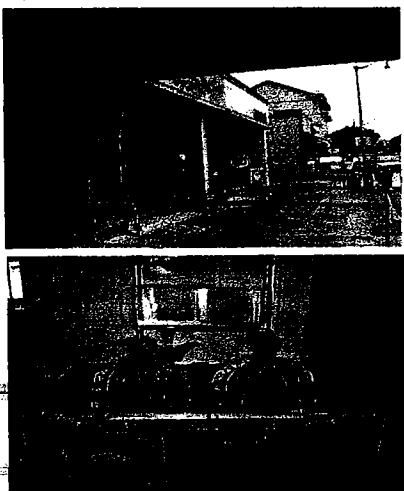
Attachments:

1. Monthly Progress Status Report for the Alameda Theater Rehabilitation and Restoration
2. Monthly Progress Status Report for Civic Center Parking Garage
3. Final Value-Engineering Changes for the Civic Center Parking Garage
4. Sources and Uses of Funds for Alameda Theater Rehabilitation and Parking Garage Project
5. Actual Expenditure of Funds for Alameda Theater Rehabilitation and Parking Garage Project

# Monthly Progress Status Report

## Alameda Theater Rehabilitation and Restoration

City of Alameda  
January 16, 2007 CIC Meeting



BUDGET			CONTRACT	
			Original Contract Amount	\$8,800,000
			Previous Changes	\$0
			Executed Change Orders	
			CO-001 Administrative Changes	\$0
			Pending Change Orders (Cost Estimates)	
			Unforeseen Hazardous Materials Abatement	\$15,000
			Revise Electrical Room	\$35,000
			Replace Feeders to Stage Panel Box	\$10,000
			Re-Routing Power to Viva Mexico	\$10,000
			Temporary Alleyway Trash Enclosure	\$1,500
			Add Main Disconnect Switch	\$2,500
			Revised Stage Acoustical Panel Design (Credit)	(\$18,000)
			Subtotal Pending Changer Orders	\$56,000
			Revised Contract Amount	\$8,856,000
			Remaining Contingency	\$1,050,040
PAYMENTS				
			Previously Paid	\$794,430
			Payment this Period	\$0
			Total Payment To Date	\$794,430
CONTRACT STATUS			PICTURES	
Schedule	Notice to Proceed:	10-Nov-06		
	Contract Calendar Days:	410		
	Time Extensions:	0		
	Scheduled Completion:	15-Dec-07		
	Time Used:	48		
	Time Remaining:	362		
	Percent Time Expended:	12%		
Cost	Base Bid Amount:	\$8,800,000		
	Amount Paid to Date:	\$794,430		
	Percent Cost Expended:	9%		
	Change Orders to Date:	\$0		
	Pending Change Orders:	\$56,000		
Project Cost:		\$8,856,000		
MILESTONES				
Milestone	Baseline	Forecast	Approved	
Notice to Proceed	11/10/2006	11/10/2006	11/10/2006	
Substantial Completion	11/10/2007	11/10/2007		
Final Completion	12/15/2007	12/15/2007		
PROJECT STATUS				
Work Completed This Period:		<ul style="list-style-type: none"><li>Mobilized on Site, Installed Temporary Fencing and K Rail</li><li>Protected Historic Elements</li><li>Removed Historic Lights for Repair and Cleaning</li><li>Completed General Demolition, inc. Concrete Floor and Upper Auditoriums</li><li>Sawcut New Opening in West Wall</li><li>Demolished Existing Storefront</li><li>Completed Hazardous Materials Abatement</li></ul>		
Work Projects Next Period:		<ul style="list-style-type: none"><li>Continue with Demolition of Non-Historic Interior Elements</li><li>Begin Electrical Work</li><li>Excavate Footing for New Shearwall at Mezzanine</li><li>Begin Marquee Restoration</li></ul>		
Status:		<ul style="list-style-type: none"><li>Project is on Schedule</li></ul>		

# Monthly Progress Status Report

## Civic Center Parking Garage

City of Alameda

January 16, 2007 CIC Meeting

BUDGET				CONTRACT	
		Construction	\$8,499,889	Original Contract Amount	\$9,104,000
		Contingency	\$415,000	Value Engineering (Credit)	(\$604,111)
		Total Contract Budget	\$8,914,889	Revised Contract Amount	\$8,499,889
				Previous Changes	\$0
				Executed Change Orders	
				CO-001 Administrative Changes	\$0
				Pending Change Orders (Cost Estimates)	
				Dewatering of Site Groundwater	\$75,000
				Mitigation of Groundwater Contamination	\$80,000
				Revised Electrical Service (Credit)	(\$15,000)
				Subtotal Pending Changer Orders	\$140,000
				Revised Contact Amount	\$8,639,889
				Remaining Contingency	\$275,000
PAYMENTS					
		Previously Paid	\$385,644		
		Payment this Period	\$758,522		
		Total Payment To Date	\$1,144,166		
CONTRACT STATUS				PICTURES	
Schedule	Notice to Proceed:		10-Nov-06	 	
	Contract Calendar Days:		445		
	Time Extensions:		0		
	Scheduled Completion:		29-Jan-08		
	Time Used:		48		
	Time Remaining:		397		
	Percent Time Expended :		11%		
Cost	Base Bid Amount:		\$9,104,000		
	Amount Paid to Date:		\$1,144,166		
	Percent Cost Expended:		13%		
	Value-Engineering:		(\$604,111)		
	Pending Change Orders		\$140,000		
	Project Cost:		\$8,639,889		
MILESTONES					
Milestone		Baseline	Forecast		Approved
Notice to Proceed		11/10/2006	11/10/2006		11/10/2006
Substantial Completion		12/15/2007	12/15/2007		
Final Completion		1/29/2008	1/29/2008		
PROJECT STATUS					
Work Completed This Period:		<ul style="list-style-type: none"><li>Mobilized on Site, Installed Temporary Fencing around Site</li><li>Demolished Existing Pavement</li><li>Completed Construction Design Documents</li><li>Installed Shoring and Underpinning along Longs Drugs</li><li>Completed Mass Excavation of Basement Level</li><li>Installed De-Sediment and Filtration Tanks for Stormwater</li></ul>			
Work Projects Next Period:		<ul style="list-style-type: none"><li>Excavate Foundations</li><li>Install Reinforcement for Foundations</li><li>Construct New Driveway for Longs Drugs</li></ul>			
Status:		<ul style="list-style-type: none"><li>Project is on Schedule</li></ul>			

# Final Value-Engineering Changes

Civic Center Parking Garage

City of Alameda

ATTACHMENT 3

DESCRIPTION OF FINAL VALUE ENGINEERING CHANGES		
1.	Replace pre-cast spandrel at roof level along "D" line between grids "1 & 2" with a CIP wall and paint.	(\$1,400)
2.	Delete Kynar paint finish from the two canopies on the west side at the north and south ends. Kynar to be replaced with a shop applied primer and field applied finish paint.	(\$4,000)
3.	Delete galvanizing from all steel items. Replace with shop applied coat of primer.	(\$2,000)
4.	Simplify tube steel "mullions" shown on West elevation (A3.0) and North elevation (A3.1). Replace with sheet metal or aluminum with same profiles shown.	(\$24,000)
5.	Change anchored stone veneer as shown on West elevation (sheet A3.0, note #2) at base to 12" X 12" granite tile set in thinset and reduce area of granite as shown in new details on SK1 & SK2. Where granite has been deleted replace with paint system to match other concrete surface.	(\$48,685)
6.	Use reveals in lieu of "steps" at spandrel panels shown on North elevation (sheet A3.1). Reveals to be per detail SK-3. Lower reveal to be aligned with cold joint at wall to slab connection.	(\$2,400)
7.	Delete CMU wall on North elevation (sheet A3.1) located along gridline 1 between H & E. Replace with typical concrete spandrel panels similar to other areas on these elevation. See new detail 2/SK-3 for rail detail and slope of wall at ramp.	(\$47,500)
8.	On the North elevation (sheet A3.1) delete the canopy between grid lines B & A located at the second level of the north façade. Plaster to extend where canopy is deleted. Per revised SK5 and SK6 dated 12/8/06.	(\$5,000)
9.	Delete sandblast finish at the new sidewalk along Oak Street. Replace sandblast finish with light broom.	(\$3,000)
10.	Revise the minimum compression of the post tensioned concrete from 200 psi to 150 psi or code minimum requirements, whichever is greater.	(\$21,000)
11.	Delete the storage room shown on sheet A1.1 between gridlines K & L and 2 & 2.2.	(\$7,900)
12.	Delete the 6" aggregate base and vapor barrier under the SOG.	(\$16,000)
13.	Delete upper slab shown on sheet A1.6 between gridlines 1 & 2 and H & D as indicated on SK-4.	(\$57,000)
14.	Delete metal stair at roof level at gridlines D & 1.	(\$9,350)
15.	<del>Delete 4 canopies on West elevation (sheet A3.0) between grid lines 1.2 and 2.2 located at the second level of the façade.</del>	<del>(\$18,200)</del>
16.	Delete blade sign Marquee as shown in detail 1/A3.5. Delete all associated electrical requirements.	(\$58,500)
17.	Reduce the quantity of "pay by stall machines" to two and centrally locate at first floor lobby as well as other simplifications and revisions to the PARCS system as specified in the attached SK-5.	(\$70,000)
18.	Delete elevator cab #1 and related equipment. Fill in elevator opening with appropriate materials. Pit light, jackhole, elevator screens to remain and jack to be installed.	(\$74,000)
19.	Delete foam shapes on façade at east side of stair and elevator towers at roof level. Surface will be a flat plaster surface.	(\$1,900)
20.	Delete relief panels at stair towers per 1/SK-1 & 3/SK-3 for base building work.	(\$10,000)
21.	Credit for variable costs (bonds, insurance, etc..) on all items listed above. (2%)	(\$10,276)
22.	Delete Precast Spandrel Panels and Replace with Cast in Place Walls	(\$80,000)
<b>Total</b>		<b>(\$604,111)</b>

# ATTACHMENT 4

## Sources and Uses of Funds for Alameda Theater Rehabilitation and Parking Garage Project

Item	Total Budget	2002 BWIP Bonds	2003 Merged Bonds	Parking Meter Fund	Community Development Block Grant	Section 108 HUD Funding
<b>SOURCE OF FUNDS</b>	<b>\$30,203,000</b>	<b>\$500,000</b>	<b>\$20,803,000</b>	<b>\$1,700,000</b>	<b>\$200,000</b>	<b>\$7,000,000</b>
<b>USE OF FUNDS</b>						
<b><u>Parking Garage</u></b>						
Land Acquisition	\$811,000	\$0	\$811,000	\$0	\$0	\$0
Other Costs <sup>(1)</sup>	\$1,521,000	\$0	\$1,121,000	\$400,000	\$0	\$0
Construction Costs (Design-Build)	\$8,500,000	\$0	\$0	\$1,300,000	\$200,000	\$7,000,000
Contingency	<u>\$415,000</u>	<u>\$0</u>	<u>\$415,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$11,247,000	\$0	\$2,347,000	\$1,700,000	\$200,000	\$7,000,000
<b><u>Cineplex</u></b>						
Public Contribution	\$2,800,000	\$0	\$2,800,000	\$0	\$0	\$0
Hazardous Materials Clean-up	\$250,000	\$0	\$250,000	\$0	\$0	\$0
Theater Connections	<u>\$675,000</u>	<u>\$0</u>	<u>\$675,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$3,725,000	\$0	\$3,725,000	\$0	\$0	\$0
<b><u>Alameda Theater Rehabilitation</u></b>						
Property Acquisition & Relocation	\$3,418,000	\$0	\$3,418,000	\$0	\$0	\$0
Other Costs <sup>(2)</sup>	\$1,907,000	\$0	\$1,907,000	\$0	\$0	\$0
Rehabilitation Costs	\$8,800,000	\$0	\$8,800,000	\$0	\$0	\$0
Contingency	<u>\$1,106,000</u>	<u>\$500,000</u>	<u>\$606,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$15,231,000	\$500,000	\$14,731,000	\$0	\$0	\$0
<b>TOTAL USE OF FUNDS</b>	<b>\$30,203,000</b>	<b>\$500,000</b>	<b>\$20,803,000</b>	<b>\$1,700,000</b>	<b>\$200,000</b>	<b>\$7,000,000</b>
<b>NET BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<sup>(1)</sup> "Other Costs" for garage are greater than in 7/26/2006 CIC staff report due to special inspections contract, value engineering design work, HUD appraisal costs and unforeseen utility charges. These costs were covered by the \$277,000 in "Additional Soft Costs" assumed to be needed for the project in the 7/26/2006 budget, previously shown under the Theater budget.

<sup>(2)</sup> "Other Costs" for the theater include remaining funds (not transferred to the garage soft costs) from the \$277,000 in "Additional Soft Costs," previously shown as a separate line item under the Theater budget in the 7/26/2006 staff report.

## ATTACHMENT 5

### Actual Expenditure of Funds for Alameda Theater Rehabilitation and Parking Garage Project

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Item	Total Budget	Total Expended	Percent Expended
<b><u>Parking Garage</u></b>			
Land Acquisition	\$811,000	\$811,000	100%
Other Costs	\$1,521,000	\$674,692	44%
Construction Costs (Design-Build)	\$8,500,000	\$1,144,166	13%
Contingency	<u>\$415,000</u>	<u>\$0</u>	0%
Subtotal	\$11,247,000	\$2,629,858	23%
<b><u>Cineplex</u></b>			
Public Contribution	\$2,800,000	\$0	0%
Hazardous Materials Clean-up	\$250,000	\$0	0%
Theater Connections	<u>\$675,000</u>	<u>\$0</u>	0%
Subtotal	\$3,725,000	\$0	0%
<b><u>Alameda Theater Rehabilitation</u></b>			
Property Acquisition & Relocation	\$3,418,000	\$3,418,000	100%
Other Costs	\$1,907,000	\$1,007,002	53%
Rehabilitation Costs	\$8,800,000	\$794,430	9%
Contingency	<u>\$1,106,000</u>	<u>\$0</u>	0%
Subtotal	\$15,231,000	\$5,219,432	34%
<b>TOTAL USE OF FUNDS</b>	<b>\$30,203,000</b>	<b>\$7,849,290</b>	<b>26%</b>

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1/9/2007

# Proclamation

**WHEREAS,** in 1979 the City Council formed the Rent Review Advisory Committee in response to citizens' concerns regarding substantial rental increase, and

**WHEREAS,** in 1980 Council appointed RICH TESKE as one of five original members to the Rent Review Advisory Committee,

**WHEREAS,** RICH TESKE served on the Rent Review Advisory Committee for twenty-six years and made significant contributions to the City of Alameda, among those being:

- Helped establish and preserve the Rent Review Advisory Committee as an orderly and neutral forum for the fair and expedient resolution of rental increase disputes,
- Worked tirelessly to mediate and resolve over 225 cases of rental increase brought before the Rent Review Advisory Committee,
- Provided fair and balanced judgment, good humor and insightful reasoning to evaluating each case on its individual merits, and

**WHEREAS,** on September 6, 2006, RICH TESKE reluctantly resigned from the Rent Review Advisory Committee because, having sold his home, he no longer qualified for the neutral homeowner position, and

**WHEREAS,** the success of the Rent Review Advisory Committee in stabilizing Alameda's rental housing market over the long term and favorably resolving over 95% of its cases exists today in large part thanks to the good work of the Mr. Rich Teske.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Mayor and City Council of the City of Alameda, do hereby express our thanks to Mr. Rich Teske, and proclaim January 16, 2007 as

## *Rich Teske Appreciation Day*

in the City of Alameda, and urge the citizens of Alameda to join us in thanking Mr. Teske for his twenty-six years of service on the Rent Review Advisory Committee.

*Lena L. Tam*

Vice Mayor Lena Tam

*Marie Gilmore*

Councilmember Marie Gilmore



*Beverly Johnson*  
Mayor Beverly Johnson

*Doug deHaan*  
Councilmember Doug deHaan

*Frank Matarrese*  
Councilmember Frank Matarrese

**Agenda Item #3-A**

**01-16-07**

**UNAPPROVED MINUTES**

MINUTES OF THE SPECIAL JOINT CITY COUNCIL, ALAMEDA  
REUSE AND REDEVELOPMENT AUTHORITY (ARRA), AND  
COMMUNITY IMPROVEMENT COMMISSION (CIC) MEETING  
TUESDAY- -DECEMBER 5, 2006- -7:31 P.M.

Mayor/Chair Johnson convened the Special Joint Meeting at 7:55 p.m.

ROLL CALL - Present: Councilmembers / Authority Members /  
Commissioners Daysog, deHaan, Gilmore,  
Matarrese, and Mayor / Chair Johnson - 5.

Absent: None.

CONSENT CALENDAR

Councilmember/Authority Member/Commissioner Gilmore moved approval of the Consent Calendar.

Councilmember/Authority Member/Commissioner Matarrese seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(\*06- CC/06- CIC) Minutes of the Special Joint City Council and Community Improvement Commission Meeting held on November 21, 2006. Approved.

(\*06- CIC) Recommendation to accept the Annual Report and authorize transmittal to the State Controller's Office and the City Council. Accepted.

AGENDA ITEMS

(06- CC/06- CIC) Recommendation to accept transmittal of the:  
1) Comprehensive Annual Financial Report (CAFR) for Fiscal Year ended June 30, 2006; 2) Auditor's Agreed Upon Procedures Report on compliance with Vehicle Code Section 40200.3 Parking Citation Processing; 3) Agreed Upon Procedures Report on compliance with the Proposition 111 21005-06 Appropriations Limit Increment; 4) Police and Fire Retirement System Pension Plans 1079 and 1092 Audit Report for Fiscal Year ended June 30, 2006; 5) Metropolitan Transportation Commission Grant Programs Financial Statements for Year ended June 30, 2006; 6) Community Improvement Commission Basic Component Unit Financial Statements for the Year ended June 30, 2006; and 7) Alameda Reuse and Redevelopment Authority Basic Component Unit

Special Joint Meeting  
Alameda City Council, Alameda Reuse and  
Redevelopment Authority, and Community  
Improvement Commission  
December 5, 2006

Financial Statements for the Year ended June 30, 2006.

The City Auditor commended staff on the audit; stated the audit went smoothly; thanked Maze and Associates for doing a fine job.

Councilmember/Authority Member/Commissioner deHaan moved approval of the staff recommendation.

Councilmember/Authority Member/Commissioner Daysog seconded the motion.

Under discussion, Councilmember/Authority Member/Commissioner Daysog thanked City staff, City Auditor, and Maze and Associates; stated the audit is a perfect reflection of where the money is going; the audit shows a debt load comparison and puts the data in context; the public can learn much from the audit.

On the call for the question, the motion carried by unanimous voice vote - 5.

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Mayor/Chair Johnson called a recess at 7:58 p.m. and reconvened the Joint Meeting at 9:13 p.m.

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(06- CC/06- CIC) Joint Public Hearing to consider adoption of resolutions and introduction of ordinances related to the Catellus Mixed Use Development Project.

The Supervising Planner gave a brief Power Point presentation.

The Base Reuse and Community Development Manager gave a brief report.

Karen Altschuler, with SMWM, provided a brief report on the plans for physical improvements.

Tom Marshall, Catellus Executive Vice President, provided a brief report on project phasing.

Mayor/Chair Johnson opened the public portion of the hearing; stated speakers would be limited to two minutes.

Proponents (In favor of staff recommendation): Nicholas Simpson, Miracle League; Jaime Moreno, Boys and Girls Club of Alameda; Ed Clark, West Alameda Business Association (WABA); Barry Luboviski; Lisa Dickerson, Alameda; Oliver M. Vido, Alameda; Theresa Golden,

Alameda; Eric J. Kos, Greater Alameda Business Association (GABA); John Abrate, Alameda; Patty Jacobs, Alameda; Diane Lichtenstein, Alameda; Jennifer Cohen, Alameda; Diana Kenney, Miracle League; Kurt Atherton, Marina Square; Russ Grant, Alameda; Harry Hartman, Alameda; Kathy Wagner, Marina Square Athletic Club (provided handout); Cathy Leong, Alameda; Matt Maloon, International Brotherhood of Electrical Workers 595 (IBEW); Bruce Reeves, Alameda; Bruce Lymburn, Clif Bar and Company; Diana Thomas, Marina Square Athletic Club; Andy Slivka, Carpenters Union; David Steele, Alameda; Barry Cohn, NAI BT Commercial; Don Peterson, Alameda; Lauren Do, Alameda; Lorre Zuppan, Alameda; Lucy Gigli, Bike Alameda and Coalition Partners; Jeff Cambra, Bike Alameda and Coalition Partners (provided handout); Jon Spangler, Pedestrian Friendly Alameda; Anne Rockwell, Miracle League; Donna Gianovlis, Cardinal Point; Bill Williford, Oakland; Kent Rosenblum, Rosenblum Cellars; Saboor Zapari, Angela's Restaurant; John Rockwell, Alameda; Eugenie Young, Alameda; Bram Briggance, Miracle League; Melody Marr, Alameda Chamber of Commerce; Jim Rockwell, Miracle League; Seth Hamalian, Alameda; Mario Mariani, Alameda; Nick Cabral, Alameda; Roberta Rockwell, Miracle League.

Neutral: Jean Sweeney, Alameda (provided handout); David Giovannoli, Alameda; David Kirwin, Alameda; Denise Brady, Alameda.

There being no further speakers, Mayor Johnson closed the public portion of the hearing.

Councilmember/Authority Member/Commissioner Matarrese requested an explanation of the City's financial obligations, including where the money would come from and where the money would go.

Vice Mayor/Authority Member/Commissioner Gilmore requested an explanation of the City's responsibilities under the existing DDA and when obligations would start.

The Base Reuse and Community Development Manager stated \$27.5 million is the tax increment contribution; another \$8 million contribution may be required if the project does not achieve a 12% Rate of Return for the developer; the City expects to be netting a \$5 million Bayport profit participation; the three items total the City's sole commitment of \$40.5 million and are tax increment funds generated by the project; the money is tied to the developer's property investment which creates the value leading to the tax increment reinvested for demolition and backbone infrastructure work and is capped at \$40.5 million; the CIC had an uncapped obligation to pay for the predevelopment, demolition, backbone infrastructure, and CEQA mitigation under the existing DDA; the new

DDA caps the obligation; the developer is fronting the entire project cost and the CIC is not required to borrow money as outlined in the existing deal.

Councilmember/Authority Member/Commissioner Matarrese requested an explanation of the profit participation.

The Base Reuse and Community Development Manager stated there is a set per lot land price for the Bayport project in addition to a profit participation formula in the existing DDA that states the CIC would share in the upside if the deal turned out to be better than originally contemplated; the project participation is being generated now and is being used to pay for the backbone infrastructure, demolition and other Bayport obligations; the maximum proceeds of \$5 million would be pledged to the Alameda Landing project when all of the shortfall loans and predevelopment obligations are paid off; the obligation is identical to the existing deal.

Councilmember/Authority Member/Commissioner Matarrese inquired whether the cash contribution is the property tax increment that is generated from developer improvements.

The Base Reuse and Community Development Manager responded in the affirmative; stated the proposal is to have funds raised via bond sales versus annual tax increment allocations; the bonds would be secured with the tax increment, not by money tied to the General Fund.

Vice Mayor/Authority Member/Commissioner Gilmore requested an explanation of the land value.

The Base Reuse and Community Development Manager stated Catellus is estimating a \$60.3 million land value once all improvements are constructed; the land has minimal value now; Catellus needs to invest \$103 million in the project to yield the \$60.3 million land value; Catellus would complete the property improvements; the land would be contributed to the project in exchange for the property investment; the CIC would not be contributing cash to the project; Catellus would be credited against the investment; the land would be put into the deal and would become the improved land; the developer's return would go up in the event that the project results in greater land values; the CIC would share 50/50 if the project is extremely successful and the developer hits an 18% return; there is an opportunity to share in the upside and recoup the project value.

Councilmember/Authority Member/Commissioner deHaan inquired how much money would be generated with the Bayport profit share and whether all of the money would go back into the project.

The Base Reuse and Community Development Manager responded the Bayport profit participation is the net once all obligations have been paid down; a \$30 million profit participation is anticipated; \$25 million would be used to pay off obligations.

Councilmember/Authority Member/Commissioner Daysog inquired whether the City had no revenue stream and had to work with Catellus as a partner to provide the funding.

The Base Reuse and Community Development Manager responded in the affirmative; stated the City has a backbone infrastructure obligation; other costs escalated and reflect the ultimate project costs.

Councilmember/Authority Member/Commissioner Daysog stated Council thought that the City would barely break even because the Bayport homes were to sell for \$400,000 on average; the homes are selling between \$700,000 and \$900,000.

The Base Reuse and Community Development Manager stated the strength of the residential market is what made the project financially viable for the CIC; the small amount of profit participation would be put toward Alameda Landing.

Councilmember/Authority Member/Commissioner deHaan requested an explanation of the wharf rehabilitation plan and the City's share.

The Base Reuse and Community Development Manager responded the City is contributing \$40.5 million overall for the project; stated Catellus is responsible for all wharf renovation costs which are included in the \$76.3 million figure; the wharf component is approximately \$25 million.

Councilmember/Authority Member/Commissioner deHaan inquired who would be responsible for maintenance once the project is built out.

The Base Reuse and Community Development Manager responded the City would maintain the public portions of the wharf through the Municipal Services District; stated Catellus would maintain the private portions.

Mayor/Chair Johnson stated project evaluations are based upon not knowing whether Clif Bar would be part of the project; the City is

hopeful that Clif Bar would be part of the project.

The Base Reuse and Community Development Manager stated Clif Bar and Catellus have a signed letter of intent but a lease has not been executed.

Councilmember/Authority Member/Commissioner deHaan inquired whether Catellus would take over funding Tinker Avenue, to which the Base Reuse and Community Development Manager responded in the affirmative.

Councilmember/Authority Member/Commissioner deHaan inquired whether Catellus would take over the residential remediation requirements, to which the Base Reuse and Community Development Manager responded in the affirmative.

Councilmember/Authority Member/Commissioner deHaan inquired whether Catellus would put funding into the Atlanta Avenue and Clement Avenue extension in support of the transportation corridors.

The Base Reuse and Community Development Manager responded the analysis is part of the Environmental Impact Report (EIR); stated the Supervising Planner indicated that the Clement Avenue extension was not an impacted intersection when analyzed as part of the EIR.

Mayor/Chair Johnson requested an explanation of the Tinker Avenue extension project and timeline; stated land banking has resulted in a significant amount of blight throughout the northern waterfront.

The Base Reuse and Community Development Manager responded the Tinker Avenue extension project requirement is not different than the project approved in 2000; the EIR adopted a statement of overriding considerations and recognized that the Tinker Avenue extension may be infeasible because of third party issues beyond the City's control; the City may not be able to get a permit from CalTrans or be able to acquire the necessary land for the Tinker Avenue extension; the Supplement EIR (SEIR) makes findings identical to the 2000 EIR; the developer and the City recognize that the Tinker Avenue extension is an important east/west corridor for the West End; the funding is built into the \$76.3 million figure; the project needs to be diligently pursued; the CalTrans permit is very close to being secured; the DDA requires the developer to come back to Council if the Tinker Avenue project is declared infeasible and an agreement is not reached with the College District; Council would have the opportunity to evaluate the work done to date and request a ninety-day review to ensure that the extension happens; the project contemplates that there

should be alternative improvements if the Council decides that the right-of-way acquisition cannot happen; the alternative improvements have not been designed, subject to CEQA, and may require acquisition of land that the City does not control; the developer would pay an in-lieu fee that would be used to augment the Transportation Demand Management (TDM) Program designed to reduce trips if the alternative improvements are also infeasible; the in-lieu fee would be a bonus payment because the 2000 EIR and the SEIR call for Council to adopt a statement of overriding considerations so that the project could go forward without Tinker Avenue; everyone recognizes that the Tinker Avenue extension is very important to yield optimum land values.

Councilmember/Authority Member/Commissioner Matarrese stated Section 3.72 (C) and (D) of the DDA could be interpreted as not being an interactive process; the ninety-day review is not noted in the DDA.

The Base Reuse and Community Development Manager stated the language is part of the supplemental staff report.

Councilmember/Authority Member/Commissioner Matarrese stated the language should be bulletproof.

Vice Mayor/Authority Member/Commissioner Gilmore inquired who would be responsible for funding plans, acquisition, and construction if Tinker Avenue extension is deemed infeasible, to which the Base Reuse and Community Development Manager responded Catellus.

Councilmember/Authority Member/Commissioner Daysog stated everyone sees the project as a rare opportunity to transform a blighted area into something beautiful; inquired whether any thought has been given to beautifying the area when entering Alameda through the Webster Street Tube.

The Base Reuse and Community Development Manager responded the property is not adjacent to the Tube; stated extensive work has been done to landscape the area and provide signage to welcome people to Alameda and the Alameda Landing project.

Councilmember/Authority Member/Commissioner Daysog inquired whether organizational issues have come up, such as working with the West Alameda Business Association (WABA) in conjunction with the developer.

The Base Reuse and Community Development Manager responded Catellus is willing to work with the City and WABA to bring pressure on

CalTrans to put a little more elbow grease in keeping the Webster Street Tube area cleaned up.

Councilmember/Authority Member/Commissioner Daysog requested an explanation of coordinating physical design issues with Webster Street.

The Base Reuse and Community Development Manager stated WABA is interested in ensuring that the Alameda Landing project and Webster Street are seen as one big project which would encourage people to go between Alameda Landing and Webster Street; matching light standards, benches and landscaping have been discussed.

Councilmember/Authority Member/Commissioner deHaan inquired what amount has been budgeted for the Willie Stargell extension, to which the Base Reuse and Community Development Manager responded approximately \$20 million.

Councilmember/Authority Member/Commissioner deHaan inquired what the amount would be if in-lieu fees occurred.

The Base Reuse and Community Development Manager responded the in-lieu fees are based on a formula; stated phasing is very important; the project contemplates that the last conveyance parcel has to be acquired no later than 2016, which is two years earlier than the last required land purchase under the existing DDA; the first phase is accelerated from the existing DDA which had 14 acres of minimum takedowns; the first backbone demolition phase contains approximately 38 acres; the City would require Catellus to take down a minimum 14-acre parcel and begin demolition work three years from now in the event that all the conditions preceding the first phase of demolition have been met with the exception of the requirement that the project makes a 12% return; the latest time the developer would start working on the first phase would be three years from now; the latest time the developer could purchase the last phase of land would be ten years from now; the time line is accelerated from the existing DDA with the minor exception that Catellus would have to purchase the first 14-acre parcel in 2008 under the existing DDA; Catellus would purchase a 14-acre parcel that would require the least amount of demolition and backbone infrastructure.

Councilmember/Authority Member/Commissioner Daysog stated visual design issues need to be addressed by the Planning Board and community; the retail buildings parallel to the Webster Street Tube run the potential of being a plain wall; the new library has nice windows along Lincoln Avenue; inquired whether the DDA allows

Council and the Planning Board flexibility to institute design features.

The Base Reuse and Community Development Manager responded Council is requested to amend the Master Plan; stated the Master Plan sets out design guidelines and conditions; Catellus must bring each development plan back to the Planning Board for approval; plans must be consistent with the Master Plan guidelines.

Mayor/Chair Johnson inquired whether the Planning Board would approve the guidelines.

The Base Reuse and Community Development Manager responded the design guidelines are part of the Master Plan that was presented to the Planning Board and is before Council tonight.

Vice Mayor/Authority Member/Commissioner Gilmore inquired whether Council had the ability to go back and tweak the Transportation Demand Management (TDM) program if the project is approved tonight.

The Base Reuse and Community Development Manager responded Bike Alameda requested a minor amendment to the Conditions of Approval for the Master Plan that would allow the Transportation Commission the ability to weigh in on the TDM; Catellus is comfortable with the modifications to the Conditions of Approval.

Vice Mayor/Authority Member/Commissioner Gilmore stated the report shows that Catellus would operate the water taxi shuttle on a one-year pilot basis; there is no criteria for deciding if, how, and when the shuttle would continue; questioned how the TDM's success would be measured; stated trip reduction goals have not been set; funding has been capped and would go to the water taxi mostly; inquired whether the maximum parking spaces are any different from the minimum parking spaces set for the Alameda Towne Center.

The Supervising Planner responded the Conditions of Approval are part of the Master Plan and would be adopted by ordinance; stated the TDM program is set to provide an outline of what the program should include; Catellus must provide a detailed TDM program which would be reviewed by the Planning Board and Transportation Commission before first phase development is approved; an annual reporting process also would be required to evaluate how the program is doing; flexibility is necessary for the TDM Coordinator to respond to user demand.

Vice Mayor/Authority Member/Commissioner Gilmore inquired whether the Transportation Commission and Planning Board could set trip

reduction goals and a measuring methodology.

The Supervising Planner responded in the affirmative; stated the business deal provides Catellus with some security as to the program cost; \$425,000 must be provided to the TDM program for operations each year; the City does not have the ability to come back in three years and unilaterally request \$600,000.

Mayor/Chair Johnson inquired who determines how to use the \$425,000.

The Supervising Planner responded the Planning Board and Transportation Commission have the ability to review the TDM program for the first phase of the project; stated the program would be up and running once the first phase development is approved; the manager would oversee the use of the money.

Mayor/Chair Johnson inquired whether recommendations would be brought to Council.

The Supervising Planner responded in the negative; stated the site phase is at the Planning Board approval level.

Vice Mayor/Authority Member/Commissioner Gilmore inquired whether shuttle use would be contemplated in the TDM program.

The Supervising Planner responded the idea was to establish a funding source for an annual operation and allow some flexibility for how best to use the money.

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Councilmember/Authority Member/Commissioner Daysog moved to continue the meeting past midnight.

Vice Mayor/Authority Member/Commissioner Gilmore seconded the motion, which carried by unanimous voice vote - 5.

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Vice Mayor/Authority Member/Commissioner Gilmore stated some Tinker Avenue/Wilver "Willie" Stargell extension issues may arise; a certain amount of lag time is possible; she would not like to get into a situation where the City is strapped with a \$425,000 cap and is locked into a Transportation Management Plan (TMP); alternative plans are needed.

Councilmember/Authority Member/Commissioner Daysog inquired how retail impact concerns would be addressed.

The Base Reuse and Community Development Manager responded the entitlement process is part of putting the project together; stated a retail impact analysis was prepared; the DDA requires that the retail tenanting strategy be consistent with the analysis and address leakage; the leakage is identified in the study; Catellus is required to put together a retail leasing strategy and to meet with staff to discuss meeting the leasing strategy on a quarterly basis.

Councilmember/Authority Member/Commissioner Daysog stated Exhibit C of the DDA refers to public benefits; the bullet points seem to address project intentions; inquired whether the public benefits are not action statements.

The Base Reuse and Community Development Manager responded in the affirmative; stated the community benefits are identified in conjunction with the statement of overriding considerations; project community benefits are listed in exchange for the statement of overriding considerations.

Councilmember/Authority Member/Commissioner Daysog stated he does not see a statement regarding how the project could jumpstart the beautification process around the Webster Street Tube area.

Mayor/Chair Johnson inquired who owned the Webster Street Tube area, to which Councilmember/Authority Member/Commission Daysog responded CalTrans.

Vice Mayor/Authority Member/Commissioner Gilmore stated Catellus would meet quarterly with staff to discuss whether the tenanting strategy is on target; inquired what would happen if the tenanting strategy was not on target; stated experience has shown that situations may occur where the tenanting strategy might get off track; inquired how much oversight there would be.

Mayor/Chair Johnson stated an example would be the Bridgeside project.

In response to Vice Mayor/Authority Member/Commissioner Gilmore, the Base Reuse and Community Development Manager stated the DDA requires Catellus to come back to the Economic Development Commission (EDC) and CIC and amend the DDA if deviations are made to the tenanting strategy and leakage analysis; accountability is built into the DDA.

Councilmember/Authority Member/Commissioner Daysog inquired how a

better quality apparel retailer mix is being addressed.

The Base Reuse and Community Development Manager responded focus is placed on retail categories and would be addressed at the staff quarterly meetings.

Mayor/Chair Johnson inquired what is the projected amount per square foot for the retail area.

The Base Reuse and Community Development Manager responded the performa currently shows a net of \$12.01 per square foot; the net would be in the high \$20.00's per square foot when Catellus builds the improvements and enters into leases.

Councilmember/Authority Member/Commissioner deHaan inquired whether footprints larger than 50,000 square feet are anticipated.

The Base Reuse and Community Development Manager responded there is nothing to cap the amount of square footage for any individual retail user.

Councilmember/Authority Member/Commissioner deHaan inquired whether the square footage could be as high as 225,000 square feet for one tenant.

The Base Reuse and Community Development Manager responded it would be highly unlikely to have one tenant at 225,000 square feet and the rest making up 75,000 square feet.

Councilmember/Authority Member/Commissioner deHaan stated the issue should come back to Council, the EDC, or Planning Board; Council did not have aspirations for the type of tenants at Bridgeside; Bed Bath and Beyond and Borders would go into the Towne Center most likely; overlap questions need to be addressed.

Councilmember/Authority Member/Commissioner Daysog stated the project should be designed to ensure high quality in amenities, open space, and friendliness; proactive work needs to be done with potential store owners to let them know that potential sales would be not just from the Alameda consumer but from Jack London Square residents.

The Base Reuse and Community Development Manager stated the DDA references Chapter 3 of the retail impact update; Chapter 3 contains a table that lists sample tenants; Council would have the opportunity to require Catellus to go back to the EDC, and CIC if desired, to revise the tenanting strategy if there is tenant

deviation.

Mayor/Chair Johnson stated said requirement should be implemented and would ease a lot of concerns.

The Base Reuse and Community Development Manager stated an EDC and CIC re-examination would be triggered if staff perceives that the list of tenants is strained.

Councilmember/Authority Member/Commissioner Matarrese stated he would like to see a staff evaluation presented; he is concerned with the potential for an Orchard's with the existing Pagono's Hardware; the project is good and has broad support; the process has been great; the DDA should ensure that discussions happen.

Vice Mayor/Authority Member/Commissioner Gilmore stated she is not satisfied with the TDM.

Councilmember/Authority Member/Commissioner Matarrese stated different entitlements are given; there is a switch from an all commercial R&D entitlement to an entitlement that has retail and residential; the two entitlements have different impacts; the retail entitlement impacts Webster Street and the rest of the City's retail nodes; inquired whether the Memorandum of Understanding (MOU) between WABA and Catellus in the DDA.

The Base Reuse and Community Development Manager responded the MOU is noted in DDA Section 13.33.

Councilmember/Authority Member/Commissioner Matarrese stated the MOU is not mentioned in Section 4.10.

The Base Reuse and Community Development Manager stated WABA is addressed in the DA and in the DDA on page 83, and acknowledges that both parties have signed the MOU and what the obligations are; the MOU could be attached to the DDA.

Mayor/Chair Johnson stated the MOU should be attached as an exhibit; the DDA notes WABA's desire to limit smaller retailers.

Councilmember/Authority Member/Commissioner Matarrese stated the retail and residential entitlements have different transportation patterns; he can see residential commuters trying to head out of the Webster Street Tube at commute time; he is happy with the water shuttle; he would like the land shuttle and ride share described explicitly in the TDM; goals should be described; the goal is not to have a TDM program but is to reduce the number of vehicle trips,

provide improved non-auto transit options, and implement metrics to measure success; land shuttle and ride share lots need to be called out but should not be limited.

The Supervising Planner stated the Conditions of Approval include the land and water shuttle as required elements of the first phase of the TDM; the Master Plan also calls for an on-sight ride share lot.

The Assistant City Manager stated the cross references are generally universal between the DA and the Conditions of Approval exhibits.

The Base Reuse and Community Development Manager stated some of the documents, such as the DA and Master Plan, are City documents; the DDA is a CIC document.

Councilmember/Authority Member/Commissioner Matarrese stated goals should be mentioned.

Vice Mayor/Authority Member/Commissioner Gilmore stated she would like to see something that addresses the potential lag in Tinker Avenue and the alternatives as related to the TDM and cap; she understands how Catellus would like to cap responsibility; she would like some mechanism in place if the City gets into a situation where the project is roaring and then there is a lag between building Tinker Avenue or building an alternative; she would like to see an increase in the amount of money to shuttle people until the Tinker Avenue extension or alternatives are built.

The Base Reuse and Community Development Manager suggested amending the language to have Council evaluate what should be done with augmenting the TDM with reference to the Tinker Avenue extension when infeasibility is declared.

The Assistant City Manager stated all the Tinker Avenue determinations have to be made before the project is started in the second and third phase.

Vice Mayor/Authority Member/Commissioner Gilmore stated she is concerned about what to do with the existing phase of the project until the City figures out what to do with Tinker Avenue.

Councilmember/Authority Member/Commissioner Daysog inquired whether there are processes and mechanisms in place to deal with referenced transportation questions.

The Base Reuse and Community Development Manager responded the documents could be adopted as amended; stated the DDA provision could be expanded when the Tinker Avenue declaration of infeasibility comes to Council; the TDM could be augmented; the goals of the TDM Program could be articulated.

The Assistant City Manager stated the DDA was designed to be as flexible as possible in order to respond to need; the developer is trying not to allow the City to come back with an unlimited tax for money to fix problems that might arise.

Councilmember/Authority Member/Commissioner Daysog stated he is comfortable that processes are in place to deal with issues that Council has raised; the process has been long; it is important to believe that trust has been built.

Mayor/Chair Johnson stated approval could be given with direction to add language and provisions relating to issues discussed.

Vice Mayor/Authority Member/Commissioner Gilmore requested clarification on the TDM; inquired whether the TDM would be devised after specific approval of project phases and could go hand in hand.

The Supervising Planner responded the Conditions of Approval require that a detailed TDM program describing the entire program for all phases be presented to the Transportation Commission and Planning Board; stated operations have been front loaded; Condition of Approval #11 states buses would be on the road and running at a minimum 30-minute headway for the first 100,000 square feet of nonresidential or first 150 housing units, whichever comes first; the project is the beginning of the West End TDM program.

Councilmember/Authority Member/Commissioner Matarrese stated internet connection would be needed; negotiations could include utilizing Alameda Power and Telecom (AP&T) as the preferred provider on residential and commercial land sales; he would like to see municipal electric buses utilized.

The Supervising Planner stated the TDM program would explain whether alternative fuel vehicles are used, and if not, why not; an annual report would review the decision.

Mayor/Chair Johnson stated there are many areas in Alameda where AP&T infrastructure is excluded.

Councilmember/Authority Member/Commissioner Daysog stated he does

not care what type of bus people take, as long as busses are used as alternative vehicles.

Mr. Marshall stated Catellus has demonstrated willingness to discuss all issues; he would prefer to be better informed before making a commitment to use a particular provider.

Councilmember/Authority Member/Commissioner Matarrese stated issues have been discussed for some time; he wants the AP&T connection for the internet.

Mayor/Chair Johnson stated AP&T would install the infrastructure into the buildings.

Gregory Weaver, Catellus Managing Director, noted that by law Catellus could not require everyone to use a particular energy provider in Austin, Texas; a preferred provider package was marketed.

Mayor/Chair Johnson stated the City could not require residents to sign up with AP&T; infrastructure does not need to be installed for other companies.

Councilmember/Authority Member/Commissioner deHaan suggested that the issue be referred to the City Attorney; inquired whether Catellus has put together a tentative agreement with the unions, to which Mr. Marshall responded in the affirmative.

Councilmember/Authority Member/Commissioner Daysog stated he would like to add: "visually enhances the surrounding areas which represent a key Alameda gateway" to Pubic Benefits Exhibit C.

Councilmember/Authority Member/Commissioner Matarrese inquired whether Council certification would approve the recommended mitigations throughout the SEIR.

The Supervising Planner responded the findings resolution includes the Mitigation Monitoring Program, which outlines Catellus' commitments that the City would monitor; there is a commitment to evaluate widening Atlantic Avenue and Webster Street.

Councilmember/Authority Member/Commissioner Matarrese inquired whether widening Atlantic Avenue and Webster Street would need to be done in two years.

The Supervising Planner responded in the negative; stated the 2025 impact is tied to what happens at Alameda Point.

Councilmember/Authority Member/Commissioner Matarrese stated it is important to ensure that there is no institutional habit to widen Webster Street and Ralph Appezzato Parkway.

The Supervising Planner stated the Mitigation Monitoring Program states that Catellus has committed a fair share contribution; the City would continue to evaluate the matter; many of the 2025 mitigations impacts are a result of adding Alameda Point on top of Alameda Landing.

Councilmember/Authority Member/Commissioner deHaan inquired whether the Chinatown agreement would impact Alameda Landing, to which the Supervising Planner responded in the negative.

Councilmember/Authority Member/Commissioner deHaan stated the Chinatown agreement would have no impact at this time.

The Base Reuse and Community Development Manager stated the Chinatown agreement is exempt all together.

Councilmember/Authority Member/Commissioner deHaan stated he hopes that the water and land shuttles are adequate.

Vice Mayor/Authority Member/Commissioner Gilmore stated criteria needs to be established to determines whether or not the water and land shuttles should go forward at the end of the first year; otherwise, alternatives would need to be reviewed.

The Supervising Planner stated opportunities would be available to shift funds if no one is riding the water shuttle and the buses are packed.

Councilmember/Authority Member/Commissioner deHaan inquired whether limiting the largest building to 50,000 square feet would be considered.

Mayor/Chair Johnson responded said limit would be contrary to what WABA requested.

Councilmember/Authority Member/Commissioner Daysog stated some retail stores would require more than 50,000 square feet.

Councilmember/Authority Member/Commissioner Matarrese stated the retail size does not matter; what matters is whether the tenant mix meets the requirements.

Mayor/Chair Johnson inquired whether there was a cap in the Citywide Retail Strategic Plan.

The Base Reuse and Community Development Manager responded in the negative; stated the focus has been on the quality of the tenants and design.

Councilmember/Authority Member/Commissioner Daysog stated typical Kohls stores are 75,000 square feet; 50,000 square feet might not work for Kohls; good parameters need to be set regarding the 300,000 square feet; quality retail would be needed to recoup investments made.

The Base Reuse and Community Development Manager stated the direction is that Council and the CIC would like to have the retail tenants evaluated against the table in Chapter 3 and that the matter would be brought to Council if there is deviation in the retail strategy.

Councilmember/Authority Member/Commissioner Matarrese clarified that notification should be given whether or not there is deviation from the tenaning strategy.

The Base Reuse and Community Development Manager further stated the direction is to: 1) add the TDM Program goals, including trip reduction and a matrix to evaluate the success of the program, 2) attach the WABA MOU to the DDA, 3) discuss how to augment the TDM Program if Tinker Avenue infeasibility is declared and there is a lag; 4) tighten the language to be very clear that the process is an interactive process; 5) incorporate language designating AP&T as the preferred provider to the extent allowed by the law; and 6) amend the Public Benefits schedule to include that one of the public benefits state: "visually enhances surrounding areas which represent a key Alameda gateway."

Councilmember/Authority Member/Commissioner Daysog stated Lowe's and Best Buy are examples of why retail cannot be limited to 50,000 square foot.

Councilmember/Authority Member/Commissioner deHaan stated the leakage study shows smaller footprint type retail would capture sales leakage.

The Base Reuse and Community Development Manager stated the leakage study assumes that Target would be at the Alameda Towne Center; the study would show different leakage in the event that Target does not go to the Alameda Towne Center; the idea is to be complimentary

and not competitive.

Councilmember/Authority Member/Commissioner deHaan stated higher end tenants are usually not over 50,000 square feet.

Councilmember/Authority Member/Commissioner Daysog stated he is not arguing for big box stores; he would rather have smaller, boutique-type stores.

Councilmember/Authority Member/Commissioner deHaan stated retail mix, leakage factors, Council briefing, and business associations are important.

The Base Reuse and Community Development Manager stated Catellus is willing to come back to the CIC in the event of deviation from the table.

Mr. Marshall stated Catellus would be in default of all development documents if the leakage study were not followed; tenant discussions would be a challenge in a public forum.

Vice Mayor/Authority Member/Commissioner Gilmore stated Council could receive a confidential Off Agenda Report if Catellus does not comply; the matter would not need to come to Council for public discussion.

Councilmember/Authority Member/Commissioner deHaan stated Catellus has a development in Fremont.

Mr. Marshall stated said development was Pacific Commons.

Councilmember/Authority Member/Commissioner deHaan stated some of the Planning Board members visited the site and expressed a deep concern about project direction; inquired whether Council and the CIC could be assured that the same direction would not be taken.

Mr. Marshall responded the nature of the project dictates tenant quality; stated 50,000 square feet of retail would be at the waterfront portion of the project, which leaves 250,000 square feet for core retail; big footprint buildings would be limited; the strategy would be followed.

Councilmember/Authority Member/Commissioner Daysog stated the nature of the project is pedestrian-oriented and well designed, which results in a certain self-selection; work is still required to get the type of desired tenants.

Mayor/Chair Johnson stated that she appreciates Catellus's hard work to nail down Miracle League commitments.

(06-\_\_\_\_\_ A CC) Resolution No. 14047, "Certifying the Final Supplemental Environmental Impact Report for the Revised Catellus Mixed Use Development (State Clearinghouse #2006012091)." Adopted.

Councilmember Daysog moved adoption of the resolution.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06-\_\_\_\_\_ B CC) Resolution No. 14048, "Making Findings Regarding Environmental Impacts and Mitigation Measures, Making Findings Concerning Alternatives, Adopting a Mitigation Monitoring and Reporting Program and Adopting a Statement of Overriding Considerations in Accordance with the California Environmental Quality Act for the Alameda Landing Mixed Use Development Project (State Clearinghouse #2006012091)." Adopted.

Vice Mayor Gilmore moved adoption of the resolution incorporating amendments made prior to the meeting.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06-\_\_\_\_\_ C CC) Resolution No. 14049, "Approving General Plan Amendment, GPA-06-01: General Plan Amendments to: (A) Amend the General Plan Land Use Diagram to Change the Designation of Approximately 74 Acres of the Catellus Mixed Use Development Project Site from Business Park to Specified Mixed Use Area, and (B) Amend Sections 2.2, 2.3, 2.6 and Associated Tables of the Land Use Element to Reflect the New Specified Mixed Use Area." Adopted.

Councilmember Matarrese moved adoption of the resolution.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote - 5.

(06-\_\_\_\_\_ D CC) Introduction of Ordinance Approving Master Plan Amendment MPA-06-001 Substituting Office, Retail, Health Club, Residential and/or Mixed Uses for Approximately 77 Acres of Previously Entitled Office/Research and Development Uses. Introduced.

Councilmember deHaan moved introduction of the ordinance incorporating amendments made at the meeting.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(06- E CC) Introduction of Ordinance Approving Development Agreement Amendment DA-06-0002 to the Development Agreement By and Between the City of Alameda and Catellus Development Corporation, Dated June 6, 2000, as Amended. Introduced.

Councilmember Daysog moved introduction of the ordinance incorporating amendments made at the meeting.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06- F CC) Introduction of Ordinance Approving Development Agreement DA-06-0003 By and Between the City of Alameda and Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) Governing the Development of Up To 400,000 Square Feet of Office Space; a 20,000 Square Foot Health Club; Up To 300 Residential Units; and 300,000 Square Feet of Retail Space or 50,000 Square Feet of Retail Space and 370,000 Square Feet of Research and Development Space. Introduced.

Vice Mayor Gilmore moved introduction of the ordinance incorporating amendments made at the meeting.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote 5.

(06- G CC) Introduction of Ordinance Approving Development Agreement DA-06-004 By and Between the City of Alameda and the Palmtree Acquisition Corporation Governing the Development of Up To 300 Housing Units. Introduced.

Councilmember Matarrese moved introduction of the ordinance incorporating amendments made at the meeting.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote.

(06- H CC) Resolution No. 14050, "Approving and Authorizing Execution of (1) an Amendment of the Disposition and Development Agreement with Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) FOCIL-BP, LLC and Bayport Alameda Associates, LLC for the Sale and Development of Certain Real Property at the Fleet Industrial Supply Center

("FISC") and the East Housing Portion of the Naval Air Station; and (2) a New Disposition and Development Agreement with Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) FOCIL-BP, LLC and Bayport Alameda Associates, LLC for the Sale and Development of Certain Real Property at the FISC." Adopted.

Councilmember deHaan moved adoption of the resolution incorporating amendments made prior to the meeting.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06- A CIC) Resolution No. 06-148, "Approving a Supplemental Environmental Impact Report for the Alameda Landing Mixed Use Development Project and: 1) Adopting Findings of Fact Regarding Environmental Impacts and Mitigation Measures, 2) Adopting Findings of Fact Concerning Alternatives, 3) Adopting the Mitigation Monitoring and Reporting Program, 4) Adopting a Statement of Overriding Considerations, 5) Authorizing the Executive Director to Amend the Disposition and Development Agreement with Palmtree Acquisition Corporation (Successor by Merger to the Catellus Development Corporation) FOCIL-BP, LLC and Bayport Alameda Associates, LLC for the Sale and Development of Certain Real Property at the Fleet Industrial Supply Center ("FISC") and the East Housing Portion of the Naval Air Station, and 6) Authorizing the Executive Director to Enter Into a New Disposition and Development Agreement with Palmtree Acquisition Corporation for the Sale and Development of Certain Real Property at the FISC." Adopted.

Commissioner Daysog moved adoption of the resolution incorporating amendments made prior to the meeting.

Commissioner Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(06- B CIC) Recommendation to approve a Memorandum of Agreement regarding sources of repayment by and among the CIC, Palmtree Acquisition Development Corporation and FOCIL-BP, LLC documenting the sources of repayment to FOCIL pursuant to the Bayport DD.

Commissioner Daysog moved approval of the Memorandum of Understanding.

Commissioner Matarrese seconded the motion, which carried by unanimous voice vote - 5.

ADJOURNMENT

There being no further business, Mayor/Chair Johnson adjourned the Special Joint Meeting at 1:07 a.m.

Respectfully submitted,

Lara Weisiger, City Clerk  
Secretary, Community Improvement  
Commission

The agenda for this meeting was posted in accordance with the Brown Act.

**UNAPPROVED MINUTES**

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
TUESDAY- -JANUARY 2, 2007- -6:45 p.m.

Mayor Johnson convened the Special Meeting at 6:55 p.m.

Roll Call - Present: Councilmembers deHaan, Gilmore,  
Matarrese, Tam and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(07- ) Conference with Labor Negotiators - Agency Negotiators:  
Craig Jory and Human Resources Director; Employee Organizations:  
Alameda City Employees Association, Management and Confidential  
Employees Association and Police Association Non-Sworn.

Following the Closed Session, the Special Meeting was reconvened  
and Mayor Johnson announced that Council received a briefing from  
its Labor Negotiators regarding the status of negotiations with  
employee organizations; no action was taken.

Adjournment

There being no further business, Mayor Johnson adjourned the  
Special Meeting at 7:30 p.m.

Respectfully submitted,

Lana Stoker  
Acting City Clerk

The agenda for this meeting was posted in accordance with the Brown  
Act.

**UNAPPROVED MINUTES**

MINUTES OF THE REGULAR CITY COUNCIL MEETING

TUESDAY - - - - - JANUARY 2, 2007 - - - - 7:30 P.M.

Mayor Johnson convened the Regular Meeting at 7:45 p.m.

ROLL CALL - Present: Councilmembers deHaan, Gilmore, Matarrese,  
Tam and Mayor Johnson - 5.

Absent: None.

AGENDA CHANGES

(07- ) Mayor Johnson announced that Resolution Joining the  
Statewide Community Infrastructure Program [paragraph no. 07- ]  
would be continued to the January 16, 2007 Council Meeting.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

None.

CONSENT CALENDAR

Vice Mayor Tam moved approval of the Consent Calendar.

Councilmember Matarrese seconded the motion, which carried by  
unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding  
the paragraph number.]

(\*07- ) Minutes of the Regular City Council Meeting held on  
December 19, 2006. Approved.

(\*07- ) Ratified bills in the amount of \$7,343,361.35.

(\*07- ) Recommendation to approve an Amendment to the City Manager  
Employment Agreement to extend the Agreement for an additional  
year. Accepted.

(\*07- ) Resolution No. 14052, "Approving Revised Memorandum of  
Understanding Between the Management and Confidential Employees  
Association and the City of Alameda for the Period Commencing  
January 1, 2005 and Ending December 20, 2008." Adopted.

(\*07- ) Resolution No. 14053, "Approving Revised Part-Time  
Classification Salary Schedule Effective January 1, 2007." Adopted.

(07- ) Resolution Joining the Statewide Community Infrastructure Program and Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments within the Territory of the City of Alameda and Authorizing Related Actions. **Continued to January 16, 2007.**

(\*07 ) Ordinance No. 2956, "Amending Ordinance Nos. 2559, 2681, 2835, 2844, 2857, and 2896 and Approving and Adopting the Sixth Amendment to the Community Improvement Plan for the Business and Waterfront Improvement Project." Finally passed.

#### REGULAR AGENDA ITEMS

(07- ) Public Hearing to consider an Appeal of Use Permit, 06-0016, allowing operation of a health studio at 2215B South Shore Center; and

(07- A) Resolution No. 14054, "Upholding the Planning Board's Approval of use Permit UP06-0016, Allowing the Operation of a Health Studio at 2215B South Short Center." Adopted.

The Planning and Building Director gave a brief presentation.

Mayor Johnson inquired whether the Appellant was satisfied with the square footage restriction, to which the Planning and Building Director responded in the affirmative.

Councilmember Matarrese inquired about the basis for restricting the square footage.

The Planning and Building Director responded there was concern with the facility expanding beyond 25 exercise machines and becoming larger; stated said concerns were alleviated by adding the condition to restrict square footage to the Use Permit.

Councilmember Matarrese inquired whether the City was legally permitted to do so, to which the Planning and Building Director responded in the affirmative.

Mayor Johnson inquired whether the Applicant was okay with the square footage restriction, to which the Planning and Building Director responded in the affirmative.

Councilmember deHaan inquired whether the proposed facility is located at the second level of the Trader Joe's building, to which the Planning and Building Director responded the proposed facility is located on the ground floor facing the courtyard area.

Councilmember deHaan inquired whether office space is still available on the second level, to which the Planning and Building Director responded in the affirmative.

Councilmember Matarese moved adoption of resolution.

Councilmember deHaan inquired whether said motion included customer and employee restrictions, to which Councilmember Matarese responded in the affirmative, as recommended.

Councilmember deHaan seconded the motion, which carried by unanimous voice vote - 5.

(07- ) Public Hearing to consider an Appeal for Major Design Review, 06-0081, for Building 300 at 2245 South Shore Center; and Major Design Review, 06-0096, for Building 500 at 2246 South Shore Center. Appellant: Harsh Investment Properties; and

(07- A) Resolution No. 14055, "Upholding the Appeal by Harsch Investment Realty for Major Design Review, DR06-0081, Building 300, Located at 2245 South Shore Center." Adopted; and

(07- B) Resolution No. 14056, "Upholding the Appeal by Harsch Investment Realty for Major Design Review, DR06-0096, Building 500, Located at 2246 South Shore Center." Adopted.

The Planning and Building Director provided a brief Power Point presentation.

Councilmember Gilmore requested an explanation of the overlay showing the added square footage.

The Planner III stated the overlay is for the Building 400 and 500 area; the blue, crossed-hatched square building is the former Velvet Grill building; proposals are to demolish the building and push the area down for connection to the existing Petco building; Building 400 would become an appendage to Building 500 and is a little over 100 square feet less than the existing two buildings; Building 300 is the same footprint approved by Planned Development and Design Review in 2003; the difference is that the front portion has a second story and has increased by approximately 4,600 square feet.

Councilmember Gilmore inquired whether the net square footage gain is a little less than 7,100 square feet compared to what was approved in 2003.

The Planner III responded 7,100 square feet represents everything approved or pending.

Councilmember Gilmore inquired whether the amount includes Target, to which the Planner III responded in the negative.

Vice Mayor Tam inquired whether the net reduction between Building 400 and Building 500 is 112 square feet, to which the Planner III responded in the affirmative.

Vice Mayor Tam stated the Applicant made several design changes in response to requests made at the November 13 and December 11, 2006 Planning Board meetings; requested clarification on whether the Planning Board members were satisfied with changes.

Mayor Johnson noted there were five Planning Board members at the meetings.

The Planning and Building Director stated the November and December meetings were not fully attended.

Mayor Johnson inquired whether five members were in attendance, to which the Planning and Building Director responded in the affirmative.

Councilmember Matarrese inquired whether the same five Board Members were at each meeting, to which the Planning and Building Director responded in the negative.

Vice Mayor Tam inquired whether the five Board Members requesting the changes were not the same members who voted on the issue, to which the Planning and Building Director responded in the affirmative.

The Planner III stated concerns were raised about the height of Building 300; the Applicant redesigned Building 300 to lower the height; concerns were that Building 500 was plain and did not have some of the architectural details of the other renovated buildings; the Applicant added murals along the center courtyard as well as additional windows, trellises and landscaping; the changes were well accepted by the Planning Board; one of the Planning Board members who voted against the project in November voted for the project in December.

Mayor Johnson opened the public portion of the hearing.

Opponents (Not in favor of appeal): Dorothy Reid, Alameda; Tim Erway, Alameda; Holly Sellers, Alameda; Jon Spangler, Alameda.

There being no further speakers, Mayor Johnson closed the public portion of the hearing.

Following Ms. Sellers' comments, Mayor Johnson inquired whether the Planning Board's vote was three in favor, one abstention and one opposition and was not a denial of the design review, to which the Planning and Building Director responded in the affirmative.

Councilmember deHaan inquired whether the proposed Borders would share the same loading dock as Safeway.

The Planning and Building Director responded in the negative; stated the proposed Borders would share a loading dock with the other stores facing the pedestrian mall.

Councilmember deHaan stated he has heard continuing concerns regarding Safeway's loading dock; Safeway is operating an on-line delivery service also; there is no access for staging the vans and vendor off-loading; a letter was sent to Safeway to resolve the issue; he does not see how a letter would resolve the issue; a design change is necessary; there is an opportunity to look at Building 300 and change the design; the tower was initially 52 feet and was dropped to 48 feet and then to 36 feet; inquired whether the tower would be used for any mechanical support of the building.

The Planning and Building Director responded the tower would have a café.

Councilmember deHaan inquired whether the tower had an elevator shaft, to which the Planner III responded the tower is decorative.

The Architect stated a lot of visual elements have been added to create architectural variety; stated the tower is only architectural.

Councilmember deHaan inquired what is the height for the Bed Bath and Beyond facades, to which the Architect responded approximately 25 to 27 feet.

Councilmember deHaan stated a number of Planned Development Amendment (PDA) concerns were raised in 2003 regarding conditions of additional entitlements; inquired whether the issues raised by Ann Cook, Planning Board Member, were presented in 2003 when the original entitlements were approved; stated issues addressed the east/west sidewalk situation, transit stops, landscaping, shoreline area, parking, restroom and gas station.

The Planning and Building Director responded said issues were discussed in 2003.

Councilmember deHaan inquired whether any action was taken on the items.

The Planning and Building Director responded a number of issues have been addressed; stated all conditions of approval have been addressed with Harsh Investment.

Councilmember deHaan stated transit stops and pedestrian concerns have been expressed.

Councilmember Matarrese requested that staff relate any pertinent information on the referenced seven points; inquired how the items are connected.

The Planner III responded the AC Transit route was shifted to Franciscan Way from Whitehall Place on the south side of the shopping center in 2003; one requirement was to move the route back to Whitehall Place; new bus stops were reviewed by AC Transit, Public Works, and Planning and have been constructed; the main difference was that the western half of Mervyns was going to be demolished and turned into a parking lot in 2003; the current proposal does not include demolition of half of Mervyns; staff is working with the Applicant, AC Transit and Bike Alameda on bus stop design and bike locker amenities; said changes are at the opposite end of the shopping center; changes are being proposed for the eastern end; the new designs will address comments received in response to the PDA as well as construction, such as widening the turning radius for buses to get onto Whitehall Place from Park Street, and widening Whitehall Place to allow for bicycle lanes and buses; Building 300 and Building 500 would not interfere with said improvements; bus pull-outs were discussed in 2003, as well as having buses pull up to the curb.

Councilmember deHaan inquired whether the process is on-going.

The Planner III responded in the affirmative; stated the east/west sidewalk would go behind the buildings in front onto Otis Drive and connect the new Walgreen's down to the other end of the center and was a condition of approval in 2003; the Applicant encountered a number of feasibility issues from an engineering standpoint in 2003; the Applicant met with the Public Works and Planning Departments; the Acting Planning Director reviewed the issue of narrowing the vehicles lanes; vehicle circulation would not work; the turning radius would not be sufficient and would interfere with traffic; storm drain issues would be created if the road was

realigned; the Applicant provided an alternative plan which included additional north/south sidewalks to connect the buildings on Otis Drive to the rest of the shopping center; the Acting Planning Director determined that the plan was appropriate and administratively approved the plan; the public, Transportation Commission, and Planning Board want an east/west sidewalk; staff will go back to the Planning Board in the next few weeks with a plan to show what is feasible.

Councilmember Gilmore stated she was on the Planning Board in 2003; the project was conditioned nine ways to Sunday; hours were spent discussing pedestrian access; the Planning Board made it very clear that there should be a sidewalk from Office Max along the back side of the business; technical reasons may have prohibited said sidewalk; an administrative decision was made but never came back to the Planning Board; the Planning Board feels that conditions do not matter if the conditions are changed without coming back to the Planning Board; parking lot trees were extensively discussed; the conditions of approval state that Eucalyptus trees are prohibited; the landscaping plans show Eucalyptus trees; she feels very uneasy in allowing the Applicant to go ahead with plans based upon Council conditioning said plans after what has occurred.

The Planner III acknowledged that the Acting Planning Director's administrative decision should go back to the Planning Board; stated landscaping is an on-going process; staff is working with the Applicant to determine what is or is not approved under the current PDA; Eucalyptus trees were denied when the new Walgreen's was built; the Shoreline area gets overlooked in the new PDA application because of Target; the Shoreline area redesign is part of the application which would remove the car wash and Big 5 and includes more restaurants, public plazas, and public art.

Mayor Johnson inquired what is the timeframe for the redesign of the area.

The Planner III responded a final Environmental Impact Report (EIR) would be presented in a couple of months; stated design workshops are scheduled with the Planning Board; a hearing would be scheduled shortly thereafter.

Mayor Johnson inquired whether the eventual removal of Big 5 and the car wash would be included.

The Planner III responded a removal is planned but he is not sure whether the Applicant could respond because of lease issues; stated very few Shoreline area comments have been received; the current parking standard is four spaces per thousand square feet; the

Applicant has indicated the ratio would be maintained; staff will finalize the site plan that addresses adding sidewalks and bike lanes; he knows nothing about installing a second public restroom as discussed in 2003; the gas station was a controversial item in 2003; many supporters submitted a petition; there is a requirement to find a site for a gas station; Safeway has submitted an application for the current US Bank site; the City just released a Mitigated Negative Declaration and the matter would be heard in the next couple of months.

Councilmember Gilmore inquired what about the development phases for Buildings 300, 400 and 500.

The Planner III responded Building 300 is in a different phase than Buildings 400 and 500; stated Building 300 was specifically approved in 2003; Buildings 400 and 500 are in unapproved phases.

Councilmember Matarrese inquired whether any conditions tied to the approval of the buildings' design have not been met, to which the Planner III responded not specifically.

Councilmember Matarrese inquired whether any conditions have not been met generally, to the Planner III responded he is not aware of any.

Councilmember Gilmore inquired about the east/west walkway.

The Planner III responded the east/west walkway is to be constructed within a certain phase; the City accepted the Applicant's alternative; the Applicant feels that they have complied with the condition; an enforceable condition could exist if the Planning Board determines the administrative approval was an in error; the sidewalk is being reviewed.

Councilmember deHaan stated not too many projects move forward without looking at the entire project; anchor tenants were identified in past projects; he is concerned with talking about overall project elements while making incremental approvals; the project has been done in good taste and is a great project; questioned when the project would be reviewed as a whole.

Mayor Johnson stated the big issue is the east/west sidewalk; the Applicant should not be punished because the former Acting Planning Director administratively altered the condition; a lot of work is still to be done at the Towne Center; the Shoreline and Otis Drive waterfront parcels are not within the area owned by Harsch Investments; the Planning Board and community were distressed that the Towne Center had a fifteen-year improvement plan back in 2003;

it was unfortunate that there were only five Planning Board members present at the November meeting and a different five in December; she is very confident that all of the 2003 Planning Board conditions will be met and adhered to in the future.

Councilmember Gilmore inquired when an overall shopping center design would be presented to the Planning Board.

Randy Kyte, Harsch Investment, responded the design theme is complete; stated some buildings are yet to be designed; the Mervyns lease is up in 2008; building upgrades would be a condition for renewal; entry configurations and tower elements are not known at this point; the Planning Board did not deny the application; Harsch did not feel the same group of people reviewed the responses; the project's urgency is what has driven the need to get major tenants lined up for approval; no Eucalyptus trees have been planted; the east/west sidewalk condition called for ten-foot drive lanes and a four-foot sidewalk; said configurations would require cars to turn out of drive isles in a less than sufficient turning radius and prompted the north/south orientation of multiple sidewalks; a commitment has been made to revisit the issue; a review is being done to see what portions of the sidewalk can be installed now and what portions cannot; Building 300 and Building 500 design review is what is being requested this evening.

Mayor Johnson inquired why there is a time issue.

Mr. Kyte responded the timing issue has to do with the leases; stated the leases are for a very specific timeframe; construction should have started three or four weeks ago to hit one of the opening periods in the fall; schedules have been reviewed to see if extra shifts could be worked; there are time limitations; approval is imperative in order not to push the stores into 2008 at which time tenants would have a right to walk away.

Councilmember deHaan inquired whether the Planning Board offered to have a special meeting to make sure all members were in attendance, to which Mr. Kyte responded not in his presence.

Councilmember deHaan stated that he understood that the Planning Board was willing to meet before Christmas.

The Planner III stated the Planning Board realized the special meeting would not be feasible.

Councilmember deHaan inquired whether plans could have been presented at the Planning Board meeting next week, to which the Planner III responded that option was not chosen.

Councilmember Matarrese inquired whether any of the conditions approved in 2003 have not been met but must be met before the buildings designs are approved, to which the Planning and Building Director responded in the negative.

Councilmember Matarrese inquired whether the proposed project violates any conditions of phase completion.

The Planning and Building Director responded the east/west sidewalk is the key condition.

Councilmember Matarrese inquired whether anything prevents Council from approving the designs of the buildings while withholding the occupancy permits until the issue is resolved with the Planning Board.

In response to Councilmember Matarrese's inquiry, Mr. Kyte requested clarification on what issue needs to be resolved.

Councilmember Matarrese stated an east/west pedestrian way was to be constructed by Phase 2-B.

Mr. Kyte stated the condition was modified; compliance is with a north/south sidewalk in lieu of the east/west sidewalk; the installation of the east/west sidewalk would be easy to accept if the developer had control of all the properties; the developer is working with staff to figure out how to accommodate the sidewalk; the issue is being addressed under the current PDA.

Mayor Johnson inquired whether the north/south sidewalks are intended to be in place of the east/west sidewalks.

Mr. Kyte responded in the affirmative; stated the developer thought that the requirement was met.

Councilmember Matarrese stated a condition was placed on phasing; someone made an administrative decision on a condition that was put in place by the Planning Board.

The Planning and Building Director stated one of the resolutions requires that the administratively changed condition go back to the Planning Board for a proper hearing to see what is feasible now

Councilmember Matarrese inquired whether the action could be taken at the next Planning Board meeting.

The Planning and Building Director responded a month might be

needed to go through the engineering and feasibility and for the developer to talk with the property owners to gain support for an east/west sidewalk.

Councilmember deHaan inquired whether there is a way to fix the Safeway loading dock; stated the design is improper; the dock is the staging area for the on-line service.

The Planning and Building Director responded staff can work with the developer on the issue; Code Enforcement staff may need to get involved.

Councilmember deHaan stated Code Enforcement would not help the situation; the design needs to be different.

Mr. Kyte stated lease provisions can be invoked; Safeway is in breach of the lease; the loading area was designed for the on-line business with roll up doors and adequate room for pull out but is not being used correctly; the sidewalk would be continuous when the Center is designed and Borders is pulled out to the same façade as Safeway; a small section for loading dock access would provide a better level of control.

Councilmember deHaan stated Safeway has not changed any operation as of 4:00 p.m. today.

Mr. Kyte stated the developer has the right to have Safeway cease the operation.

Councilmember Matarrese stated the designs have matured; a number of comments have been worked into the current design of the buildings; he is concerned with the lack of organization to make sure commitments and conditions are met.

Councilmember Matarrese moved approval of designs for Building 300 and 500 and adoption of resolutions amending the condition on occupancy to require that the east/west sidewalk issue go back to the Planning Board for public hearing and deliberation to appropriately resolve the matter.

Vice Mayor Tam seconded the motion.

Under discussion, Mayor Johnson inquired whether Eucalyptus trees could be taken off the illustrative site plan.

Councilmember deHaan stated something is lost when design is taken out the process; he would not vote for approval.

Councilmember Gilmore stated the Applicant stated the shopping center design is pretty much set in stone; the tweaks that happen along the way are dependent upon the particular tenants and how the tenants use the building; Mervyns' design would be known as the project progresses and would need to go through design review.

Councilmember deHaan stated the whole picture needs to be reviewed and understood; the matter should be sent back to the Planning Board; a precedent is being set when a timeline cannot be met; the developer has known the tenants for over two years.

On the call for the question, the motion carried by the following voice vote: Ayes: Councilmembers Gilmore, Matarrese, Tam, and Mayor Johnson - 4. Noes: Councilmember deHaan - 1.

Councilmember Matarrese stated that he shares some of Councilmember deHaan's concerns; he would like the Planning Board and staff to go back and formalize the conditions of the project and do a measurement; the conditions are misaligned because of an administrative call; the administrative call is going back to the Planning Board; the Planning Board should make sure nothing else is buried that would cause further misalignment; each phase and building would have design review.

The Planning and Building Director stated a spreadsheet is almost complete which shows if and when the condition has been met.

Councilmember Matarrese inquired when the results would go to the Planning Board, to which the Planning and Building Director responded if not the coming meeting, the next.

Vice Mayor Tam stated the Design Review did not need to go to the Planning Board and could have been approved at the staff level; staff decided to bring the matter to the Planning Board because to heighten community input; inquired whether every building Design Review would go to the Planning Board.

The Planning and Building Director responded in the negative; stated high public interest projects would go to the Planning Board; staff approves Design Review everyday.

Vice Mayor Tam stated she underscores Councilmember Matarrese's issue of trying to make sure there is some reconciliation between what staff approves at the administrative level and the conditions that the Planning Board sets forth.

Councilmember Gilmore stated that she shares Councilmember deHaan's concern about setting a precedent and potentially doing an end run

around the Planning Board; however, the Applicant came before the Planning Board on two separate occasions; it is not the Applicant's fault that the same set of Planning Board members did not vote on the issue; the City needs to be user friendly for both a big development company and a homeowner; Council would have a different reaction if a homeowner was unable to get a decision from the Planning Board; big picture issues need to be balanced; she does not want anyone to think that an attempt to do an end run around the Planning Board is the normal course of business; the Applicant has no choice other than to have the matter heard.

Councilmember Matarrese inquired whether the 3-1-1 vote was not a majority and was de facto denial and therefore appealable, to which the City Attorney responded in the affirmative.

Councilmember Matarrese stated the issue is not an end run around the Planning Board; precedents are not being set; the process is working as designed to work.

Councilmember deHaan stated "end run" may not be the correct word to use; the Planning Board offered the option to hear the issue again; the vote might have been different and come to Council anyway.

Mayor Johnson stated the remedy for the process available to the Applicant is either to accept the denial or appeal; the matter would not go back to the Planning Board again because a decision was made on a de facto basis; inquired whether the next process would be to have the Applicant come to Council if the Applicant does not agree with the defacto finding, to which the Planning and Building Director responded in the affirmative.

(07- ) Recommendation to appropriate Capital Improvement Project funds in the amount of \$1,094,293 and request Proposals to program the Carnegie Library Building for use as the City of Alameda One-Stop Permit Center.

The Planning and Building Director provided a brief presentation.

Councilmember Gilmore inquired what the work product would be for the allocation.

The Planning and Building Director responded the funds are set aside to date for the entire project by the Planning and Building Department; staff would like to appropriate the funds into an account for a feasibility study; the first step would be to solicit proposals from qualified consulting teams; the award of Contract for design services would come back to Council; construction

document costs are unknown; she anticipates approximately \$75,000 to \$100,000 for a study; the mechanical, plumbing and electrical systems need to be analyzed; space planning is needed.

Councilmember Gilmore inquired whether the \$1 million plus is not just for the feasibility study but is for all other things that could lead up to the Planning and Building Department and other permit entities moving into the building, to which the Planning and Building Director responded in the affirmative.

Councilmember Matarrese inquired why Council needs to appropriate over \$1 million now.

The Planning and Building Director responded the money would go into an account for the study and future improvements.

Councilmember Matarrese inquired whether said improvements would not be approved by Council.

The Planning and Building Director responded in the negative; stated expenditure approval would need to come back to Council.

Councilmember Matarrese inquired why Council needs to appropriate over \$1 million to do approximately \$200,000 worth of work.

The City Manager responded staff is requesting that the money be placed in the Capital Improvement Fund project; stated any expenditures would come back to Council for approval; the first expenditure would be the study; staff is recommending to set aside money for the One-Stop Permit Center into an account, recognizing the Carnegie Building would be considered.

Mayor Johnson inquired whether the intent is to earmark the money for the project until some other decision is made.

The City Manager responded the intent is to take the money identified for the One-Stop Permit Center and put the money in a Capital project.

Mayor Johnson inquired whether the money would be released if Council does not want the money going to the One-Stop Permit Center.

The City Manager responded the money would be restricted for expenditures related to the One-Stop Permit Center; the money would be maintained as a Capital account for a One-Stop Permit Center and analyze other alternative opportunities if the Carnegie Building is not feasible.

Councilmember deHaan inquired how the money is identified in the budget.

The City Manager responded the Finance Department has the money set aside and identified for a Capital project related to the Planning Department; stated the money is coming out of the General Fund.

Councilmember deHaan inquired whether the budget was approved with the project in mind.

The City Manager responded the Carnegie Building was not identified as a funded Capital project.

Councilmember Matarrese stated public discussions have not taken place on what the fate of the Carnegie Building should be; questioned allocating over \$1 million when the first feasibility study has not been done; suggested allocating \$75,000 for a feasibility study to see if using the Carnegie Building would be possible.

Mayor Johnson inquired whether the funds are in the budget for a Planning Department capital improvement and not necessarily for a One-Stop Permit Center.

The Planning and Building Director responded the funds have been collected for a One-stop Permit Center.

Mayor Johnson inquired how the funds have been collected.

The City Manager responded the funds have been collected from permit fees and have to be spent on staff or capital projects related to the Planning Department; anything in excess of what is spent on operations has to be put aside.

Councilmember Matarrese stated he hears complaints about the permit process taking too long, not about going from office to office; inquired whether the money could be spent on hiring a few more planners.

The City Manager responded a report would be provided on where the money has been collected from over the years and how the money can be spent.

Councilmember Matarrese inquired whether the money could be spent on staff and/or facilities.

The City Manager responded revenues collected for the permit fees

can be spent on staffing and anything above that amount needs to be set aside for something related to the Planning Department.

Councilmember Matarrese inquired whether spending the money on staff is not restricted by law or by Council vote.

Mayor Johnson stated information on the question would be provided to Council; she has no problem on where the money comes from; the One-Stop Permit Center has support because the permit process is difficult for the public; the One-Stop Permit Center would be a benefit to homeowners and small property owners; she feels that the Carnegie Building should be a public building; other potential uses should be considered; the Museum has noted an interest but does not have the money; City uses should also be considered; it is a shame to have the building empty after the City spent \$4 million in improvements several years ago; inquired whether the matter was urgent.

The City Manager responded the timeframe would be to complete the analysis; Council could appropriate less money to get through the study.

Councilmember deHaan stated opportunities were discussed regarding the relocation of City Hall West and efforts to centralize operations a couple of years ago; it is well know that One-Stop Permit Centers work in municipalities; location is concerning; it would be worthwhile to put some money to look at the feasibility of using the Carnegie Building for some other purpose, if not the One-Stop Permit Center; two tasks can be accomplished by seeing what the facility can handle and seeing if the One-Stop Permit Center should be at the Carnegie Building; the ultimate goal should be to centralize operations and look at the opportunity to downsize City Hall West.

Mayor Johnson opened the public portion of the hearing.

Proponents (In favor of feasibility study): Christopher Buckley; Alameda Architectural Preservation Society (AAPS); Jon Spangler, Alameda; Ross Dileo; Alameda.

Opponents (Not in favor of feasibility study): None.

There being no further speakers, Mayor Johnson closed the public portion of the hearing.

Mayor Johnson stated the public has been excluded from the building for eight years; many people have not been in the building; the One-Stop Permit Center would bring a lot of people into the

building; the former Central Avenue Post Office building is now a medical building; the building sat vacant for approximately ten years and now has a change in use; the Old County Health Center is back in public use; the process should move forward.

Councilmember deHaan stated everyone is saying that it is time to get the community involved in understanding the opportunities to use the Carnegie Building and reviewing the feasibility of what has to be done to bring the building up to the necessary working level; the Planning Department would be a great asset in making the determination.

Councilmember deHaan moved approval of allocating \$90,000 for a feasibility study to see how a One-Stop Permit Center would work and to determine what needs to be done to complete the necessary improvements.

Councilmember Gilmore seconded the motion, which carried by unanimous voice vote - 5.

The City Manager stated the process would be initiated; staff would come back to Council for approval if funds are not sufficient.

Vice Mayor Tam stated the Americans with Disabilities Act access is important and should be part of the feasibility analysis.

Councilmember deHaan concurred with Vice Mayor Tam; stated a process needs to be established on how to engage the public.

Councilmember Matarrese stated the public needs to be asked about the Carnegie Building use and one-stop permitting details.

Councilmember deHaan requested that a community input process be established to consider other possible uses of the building and to determine what type of individuals to involve and to establish a timetable.

The Planning and Building Director stated proposals would be solicited; a Contract would be brought back to Council for approval; a detailed, public outreach process would be provided.

(07- ) Ordinance No. 2957, "Approving Master Plan Amendment MPA-06-001 Substituting Office, Retail, Health Club, Residential and/or Mixed Uses for Approximately 77 Acres of Previously Entitled Office/Research and Development Uses." Finally passed;

(07- A) Ordinance No. 2958, "Approving Development Agreement Amendment DA-06-0002 to the Development Agreement By and Between

the City of Alameda and Catellus Development Corporation, Dated June 6, 2000, as Amended." Finally passed;

(07- B) Final Passage of Ordinance Approving Development Agreement DA-06-0003 By and Between the City of Alameda and Palmtree Acquisition Corporation (Successor by Merger to Catellus Development Corporation) Governing the Development of Up To 400,000 Square Feet of Office Space; a 20,000 Square Foot Health Club; and 300,000 Square Feet of Retail Space or 50,000 Square Feet of Retail Space and 370,000 Square Feet of Research and Development Space. Continued to January 16, 2007; and

(07- C) Ordinance No. 2959, "Approving Development Agreement DA-06-004 By and Between the City of Alameda and the Palmtree Acquisition Corporation Governing the Development of Up To 300 Housing Units." Finally passed.

Councilmember Gilmore stated she has questions regarding the TDM Program and the funding limits in the DDA; inquired whether the TDM Program cap would not be reviewed again.

The Base Reuse and Community Development Manager responded the TDM Program funding is in the commercial Development Agreement (DA), Section 3.12 on page 20; stated the project build-out cap is \$425,000 per year with an annual Consumer Price Index (CPI) escalator; an amendment to the DDA allowed the cap to be increased in the event Tinker Avenue was declared infeasible; Tinker Avenue alternatives could be explored for up to three years and the cap could be adjusted to take into account the time to bring the alternative on line; money would be pledged to augment the TDM Program in the event the alternative was declared infeasible.

Councilmember Gilmore inquired whether mechanisms are not in place for changing the cap other than the annual CIP if Tinker Avenue extension is completed, to which the Base Reuse and Community Development Manager responded in the affirmative.

Councilmember Matarrese stated the water shuttle and other activities, including managing the program, comes out of the TDM Program; concerns were raised that there is no mechanism for getting more money if there is unanticipated success and the criteria established in the program were not met.

The Base Reuse and Community Development Manager stated discussion and direction addressed expanding the Master Plan conditions of approval by adding some goals for the TDM Program; the goals have been added; there was not a commensurate discussion of criteria to evaluate success in meeting the goals and what might be done in the

event the goals are not achieved pursuant to the TDM Program and whether or not lack of achievement of the goals was a function of the funding being capped at the \$425,000; the discussion can be entertained this evening.

Councilmember Matarrese stated traffic is the biggest issue; the retail mix had a good, methodical means of review; good measures and standards are set on the retail side; inquired whether there is a way to evaluate traffic management and transportation demands after progress is made on the project build-out; further inquired whether an unmet need could be met due to the over performance of the project.

The Base Reuse and Community Development Manager responded the project requirements already state that Catellus has to submit a detailed TDM Program plan for the overall project when the first phase development plan is presented; the plan must be in place at either the 150th residential unit or the first 100,000 square feet of office development; Catellus could come back with a set of criteria for evaluating the success of the TDM; the criteria would be worked out with the Transportation Commission and Planning Board; the formulated criteria would be used five years down the road to determine whether the project is performing well or is performing below the Performa and whether the TDM Program budget should be bumped up in the event that the TDM Program is under performing due to lack of funds.

Vice Mayor Tam inquired how the \$425,000 cap was determined and whether there was a way to look at restructuring opportunities to tie key performance measures to specific expenditures and remove the language so that it does not sound like a cap.

The Base Reuse and Community Development Manager stated the \$425,000 commitment was a negotiated amount between the City and the developer; Exhibit D of the DA is the Master Plan Conditions of Approval; Condition #11 is a thorough outline of the TDM Program components and more specifically the first phase of the TDM program; the developer and staff knew what the TDM Program would look like in general and what the first phase TDM program would look like more specifically; the developer had a TDM program consultant; the \$425,000 is a general figure because the precise components of the TDM Program would come back to the Transportation Commission and Planning Board as part of the first development plan; the DA vests the developer's planning rights over the long term; there is a desire to have an understanding of what the developer's annual commitment would be to the TDM program, whether capped or whether there are provisions based on criteria to modify the cap; the TDM Program affects only one of the ordinances this

evening; the other three ordinances could be adopted tonight and become effective in thirty days; staff would come back in two weeks with revised language to amend the ordinance dealing with the DA.

Vice Mayor Tam stated that she does not see a corresponding mitigation measure associated with a traffic impact that is tied to a dollar amount.

The Base Reuse and Community Development Manager stated the TDM Program is one of the requirements of the Mitigation Monitoring Reporting Program (MMRP); stated the MMRP acknowledges the dollar amount; the components of the TDM Program are listed in general terms in the Conditions of Approval; the budget is listed with a cap; the criteria for measuring the success is the one piece that does not exist currently; the goals are known and programs are in place to meet the goals.

Vice Mayor Tam inquired how staff knows that \$425,000 would achieve the goals.

The Base Reuse and Community Development Manager responded flexible opportunities exist to modify the budget; stated there are provisions if the water taxi does not work; the water taxi can be defunded and the money can be reallocated; it is uncertain whether the \$425,000 will achieve all of the goals.

Councilmember deHaan stated the Transportation Element was meant to precede the development element for the Alameda Point project; inquired how the language differs and whether language should be married.

The Base Reuse and Community Development Manager responded the language is meant to be consistent with the day-one concept; the Phase One TDM Program components have to be in place when there is a certificate of occupancy on the first 100,000 square feet of office space.

Councilmember deHaan inquired whether the TDM Program has been in place very long.

The Base Reuse and Community Development Manager responded the City has a TDM Program ordinance; stated a shuttle service runs out of the Harbor Bay Business Park; Grand Marina is coming to the Planning Board in a couple of weeks and will be required to participate in the TDM Program; Alameda Landing would feed the West End TDM Program; upcoming developments would pay into the program; funds would grow and Alameda Point would sign on to the West End TDM Program.

Councilmember deHaan stated a shuttle service in Alameda is desirable; inquired how a shuttle service would be available on day one or within a reasonable timeframe and have the funding to do so.

The Supervising Planner responded the DA requires that shuttle services run to BART in thirty minute headways on day one; the project would need to be subsidize beyond the money coming in from the tenant; buses are going to be running when Clif Bar goes in; a system needs to be up and running as soon as possible; every West End project needs to contribute to the fund.

Councilmember deHaan stated internal loop systems have been discussed; the system would be enhanced as individual developments come on line; inquired whether there was enough money for day one operations.

The Supervising Planner responded in the affirmative; stated the current agreement states that shuttles would run on thirty minute headways to Oakland BART; the TDM Program was not tied to a specific number of trips removed from the tubes; the program has the flexibility to make changes.

Councilmember deHaan inquired whether there is latitude to measure the program and fund the program at a higher level if necessary.

The Supervising Planner responded the conditions have an annual reporting requirement; the DA requires that the project provide up to \$425,000 per year in annual operating and management expenses for the program upon full build-out; the characteristics of the program can be adjusted from year to year; an annual survey is required; the program can be augmented by setting up performance criteria; any development partner would want certainty; a specified formula or percentage is needed to ensure that the developer knows what they are signing up for.

Councilmember deHaan stated the City needs to know what they are signing up for also; support would be needed from individual developments; hopefully, Alameda Point will be on line at some point; transportation concerns need to be addressed; inquired whether measuring triggering devices can be done.

The Base Reuse and Community Development Manager responded in the affirmative; stated Council could direct that the DA be amended to include criteria for measuring the success of the TDM Program, and that the criteria should be developed with the Transportation Commission and the Planning Board and brought back as the overall TDM Program approval as part of the Phase One development; the TDM

Program budget could be bumped in the event the project does not measure up to the success criteria in five years time and the project is performing better than the Performa.

Mayor Johnson opened the public portion of the hearing.

Jon Spangler, Alameda, stated the Transportation Commission is working on developing standards for evaluating and creating TDM Program plans; he hopes that the TDM Program is a limited necessity in terms of public policy; the water shuttle is the most expensive part of getting the TDM Program underway for Alameda Landing; the water shuttle should not depend solely on transportation funding.

There being no further speakers, Mayor Johnson closed the public portion of the hearing.

Councilmember deHaan requested further clarification on Tinker Avenue extension; stated a three-tier process is written into the agreement.

Mayor Johnson inquired whether the agreement would come back to Council before Options 2 and 3 are considered.

The Base Reuse and Community Development Manager responded in the affirmative; stated the developer is 100% responsible for funding and constructing Tinker Avenue extension; several things could happen that would preclude Tinker Avenue from happening; one would be securing the required permit from CalTrans; continued progress is being made with CalTrans; the City needs to acquire land from the Peralta Community College District; staff is meeting with the District regarding the desire to acquire the right-of-way; the DDA provides an opportunity to toll the declaration of infeasibility for ninety days while being considered by the Council if the City or Catellus are not successful in negotiating an acquisition from the District; the developer's obligation is triggered to explore an alternative to Tinker Avenue if Tinker Avenue is declared infeasible; the DDA provides that the TDM Program budget can be adjusted such that there is an augmentation to the TDM Program activity during the feasibility period for the alternative; a Tinker Avenue payment would go to augment the TDM Program over the long term if the CEQA process is determined to be infeasible.

Councilmember deHaan inquired whether the Tinker Avenue element would be close to a \$21 million to build-out.

The Base Reuse and Community Development Manager responded \$21 million is the approximate Tinker Avenue cost with soft and hard costs and contingencies.

Councilmember deHaan inquired whether funding would be required at a later point and whether the funding stream could be devoted to other alternatives.

The Base Reuse and Community Development Manager responded the Tinker Avenue alternative budget is \$20 million minus the STIP grant, which is \$16 million minus whatever is spent getting to Tinker Avenue feasibility or infeasibility; the payment has a formula in the TDM Program in the event that the alternative is infeasible.

Mayor Johnson inquired whether there are any updates on Clif Bar.

Mr. Marshall, Catellus Executive Vice President, responded all systems are go; stated Clif Bar is anticipated to move in late summer of 2008.

The Base Reuse and Community Development Manager stated Catellus has submitted a very ambitious work schedule for Planning Board approval.

Mayor Johnson stated she likes the project with Clif Bar because of the reuse of the historic waterfront structure.

Councilmember Gilmore inquired whether Clif Bar signed the lease.

Mr. Marshall responded in the negative; stated a 100% binding lease would not be signed for a couple of months.

Councilmember deHaan inquired whether cost estimates are available for the proposed maintenance district.

The Base Reuse and Community Development Manager responded approvals require that a Municipal Services District (MSD) be established for the entire project; the public portions of the wharf would be covered under the MSD; the private portions would be maintained by either Catellus or the tenants; staff would be returning to Council with a request to approve the Contract for the overall project in a couple of months.

Councilmember deHaan stated that he likes the adaptive reuse of the wharf; the reuse comes with an ongoing cost.

The Base Reuse and Community Development Manager stated the City would be responsible for the maintenance and upkeep of the entire wharf under the existing DDA; the amount of public ownership has been reduced; a portion of the wharf would be privately owned and

maintained.

Mayor Johnson inquired whether the private portion of the dock would be maintained by the developer and whether the MSD would be paid for by the project and would not be a burden of the City or residents, to which the Base Reuse and Community Development Manager responded in the affirmative.

Councilmember deHaan stated a commitment has been made to reutilize some of the buildings even if Clif Bar is not a tenant; inquired whether there is a market for the buildings.

The Base Reuse and Community Development Manager responded that Clif Bar is the identified tenant for the adaptive reuse; Catellus could continue the demolition of the warehouses if Clif Bar went away and there were not a replacement tenant; currently, Catellus is not going in said direction but is looking at preserving more warehouses.

Councilmember Matarrese stated that he would like to see some ensurance if the project performs better than expected; a trigger point needs to be established for getting additional funding if \$425,000 is not enough; he would like to see some type of trigger point that shows an evaluation would be done against the agreed upon criteria after a defined period of time that allows additional money to be allocated up to a certain percentage for the TDM Program if the project is performing better than the Performa.

The Supervising Planner stated the commercial development agreement could be brought back to Council in two weeks with Councilmember Matarrese's suggestion.

The Base Reuse and Community Development Manager stated it is important for the motion to have as much specificity tonight for the purpose of having the ordinance adopted in two weeks.

Mr. Marshall inquired whether Councilmember Matarrese was making a connection between the project being more successful than anticipated and some additional burden on the TDM Program or whether the thoughts were independent.

Councilmember Matarrese stated the connection is that there will be more traffic if the project is wildly successful.

Mr. Marshall stated the challenging aspect is how to measure the TDM Program; a cap was established to understand the financial impact to the developer; an escalator is in the drafted document which is not insignificant; the developer seems to be hit twice

with a percentage increase and an escalator; suggested that the escalator be deferred until the adjustment is made; additional language would need to be added to the underwriting to explain the added burden.

Councilmember Gilmore stated the City would not ask the developer to pay an additional amount if the project does not do well; milestones would need to be hit.

Mr. Marshall stated a more palatable outcome for the developer would be not having both the escalator and percentage increase.

Councilmember Gilmore stated the increase would not kick in for five years, if at all.

Mr. Marshall stated possibly the escalator could kick back in if the increase does not happen; he does not want to end up doing both.

Councilmember deHaan inquired whether the developer would prefer a higher cap.

Mr. Marshall stated the reality is that some loose concepts are being navigated.

Councilmember deHaan stated Council is trying to give staff and the developer an opportunity to craft something.

Mayor Johnson inquired whether the water taxi cost is part of the TDM Program.

The Base Reuse and Community Development Manager responded in the affirmative; stated the cost is capped at \$125,000.

Mayor Johnson inquired whether the water taxi would operate for one year and then the whole TDM Program would be reviewed for success.

The Base Reuse and Community Development Manager responded in the affirmative; stated a decision can be administratively made by the TDM Program Executive Director to reallocate monies among the other components, if not feasible.

Mayor Johnson inquired who would be the TDM Program Executive Director, to which the Base Reuse and Community Development Manager responded the staff person hired to run the TDM Program.

Mayor Johnson inquired whether changes would come before Council.

The Base Reuse and Community Development Manager responded everything is structured to go to the Planning Board; stated an amendment could be made if there is a desire to come to Council; currently, certain things can be changed by the TDM Program staff; annual reports would go to the Planning Board and the Transportation Commission for evaluation, feedback, and comment.

Mayor Johnson stated Council might want the opportunity to have changes come to Council; the Planning Board is not a specialist in transportation; Council may want to have some input on readjusting dollars and determining how dollars are spent; inquired whether there would be a commitment in the agreement with Clif Bar regarding the water taxi.

Mr. Marshall responded the water taxi service is part of the negotiations with Clif Bar.

Mayor Johnson stated a problem might arise if the water taxi is not doing well, but an obligation exists with Clif Bar.

The Base Reuse and Community Development Manager stated the day-one requirement stipulates that the water taxi feasibility study be completed and that the water taxi be instituted when deemed feasible and be in operation for one year.

Mayor Johnson stated she was referring to the developer's agreement with Clif Bar.

Mr. Marshall stated the developer is required to provide the water taxi service during the period of establishing retail outlets.

Mayor Johnson stated the water taxi costs would come out of the TDM Program the first year; the developer and Clif Bar would have a separate commitment if there was a determination that the water taxi was not an effective use of the TDM Program money.

The Base Reuse and Community Development Manager stated the developer has to comply with the DDA requirements in the Master Plan conditions; the developer will operate the water taxi for one year at minimum; the money can be reprogrammed if the TDM Program staff determines that the water taxi is not feasible and effective; Catellus could not veto the decision.

Vice Mayor Tam inquired whether scheduling would be impacted if the ordinances for DA-06-0002 and DA-06-0004 are finally passed and DA-06-0003 was postponed for two weeks in order for staff and the Transportation Commission to address questions raised.

The Supervising Planner stated the amendment needs to be crafted now in order to come back in two weeks; there is no time to go to the Transportation Commission; the criteria used to evaluate the program would be drafted as part of the TDM Program and would be reviewed by the Transportation Commission.

Vice Mayor Tam inquired whether all three development agreements need to be acted upon tonight; noted that she would abstain.

The Base Reuse and Community Development Manager responded the ordinances that are not being amended can be acted upon this evening; the ordinance for DA-06-003 can be addressed in two weeks and works with Catellus' schedule.

Councilmember Matarrese moved approval of final passage for MPA-06-001, DA-06-0002, and DA-06-0004.

Councilmember Gilmore seconded the motion, which carried by the following voice vote: Ayes: Councilmember deHaan, Gilmore, Matarrese, and Mayor Johnson - 4. Abstentions: Vice Mayor Tam - 1.

Councilmember Matarrese stated it is important to have the opportunity to augment the TDM Program because traffic is the biggest issue; the ordinance should be amended to state that the TDM Program would be measured by criteria established by the Planning Board and Transportation Commission; the timeframe would be after operating five years; the augmentation would not exceed 15% and would be contingent on financial performance exceeding the Performa.

Mayor Johnson inquired whether the percentage would be linked to the percentage exceeding the Performa.

Councilmember Matarrese responded the percentage would be linked to the percentage of the TDM Program budget in place at the time.

Vice Mayor Tam inquired whether the 15% would be in addition to the CPI escalator.

Councilmember Matarrese responded whatever the amount is at that time, stepped up over five years.

Councilmember deHaan stated 15% over the escalated number is not that much.

Mayor Johnson inquired whether the \$425,000 would be reached in year five.

The Base Reuse and Community Development Manager responded most likely not; stated five years is about half way through the project.

Mayor Johnson inquired whether there is a way to accelerate getting to the \$425,000.

Mr. Marshall responded the acceleration would need to be introduced as the project proceeds with the TDM Program; stated the right outcome would be to not accelerate to \$425,000 in advance of the project build-out level; some portions of the project might not come online for some time; five years from now the CPI inflator is going to be a significant component; inquired whether Council was suggesting to increase the \$425,000 by CPI and also add another 15%.

Mayor Johnson responded Council is trying to put something into the deal to help accomplish the goals.

The Supervising Planner stated the 15% augmentation is for a shorter period of time.

Mr. Marshall stated \$13 million would be contributed to the TDM Program over a thirty-year time span based upon the \$425,000 per year uninflated cost.

Councilmember deHaan stated the Harbor Bay development had a requirement to subsidize the ferry service at \$100,000; the City has put a lot of money back into the project; hopefully, everything will be successful; the measuring device is the real concern; the day-one concept should not be lost.

Councilmember Matarrese stated one alternative to accelerate getting to the \$425,000 is to go with the CPI in year five if criteria are not met and the project is successful; it would make sense in year five because Alameda Point may be closer to being developed and becoming a contribution; the delta between year five and ten becomes more important than waiting x number of years to get to the \$425,000.

Councilmember deHaan stated transportation problems need to be mitigated.

Mayor Johnson stated options should be listed regardless if an option is not preferred so that staff can bring back the ordinance.

The Base Reuse and Community Development Manager stated one

suggested option was a 15% increase on where the budget stands at year five; the 15% is on a pro rata basis and is a slight variation of a straight up 15% and would work better for the City financially.

Councilmember deHaan stated public transportation options would be available if the project becomes all-successful.

Vice Mayor Tam stated she has concerns with terms such as "being wildly successful"; transportation plans are tied to some type of trip generation or mitigation measure; inquired whether there is some way to project the development eventually have the option of spreading the impact to other development projects.

The Supervising Planner responded no commitments are made in the environmental documents.

Vice Mayor Tam stated her issue is nexus; linkage needs to be established between what is required of the development project and what is attributable.

The Base Reuse and Community Development Manager stated a legal nexus is not required as long as there is a contractual agreement that has been negotiated; the criteria of performance that exceeds the Performa would be more precise when staff comes back in two weeks.

Mr. Marshall stated the harder part would be to define the performance standard to the TDM Program.

Councilmember deHaan inquired about the measurement criteria.

The Base Reuse and Community Development Manager responded the DA would reference the fact that the evaluation criteria would be developed by the Transportation Commission and Planning Board as part of the approval of the TDM Program that would be presented as part of the first development plan.

Vice Mayor Tam moved approval of postponing the final passage for DA 06-0003 with direction to staff to develop alternatives on modifying the development agreement to reflect discussions regarding tying the TDM Program measures to some performance objectives in terms of the pace in which the development proceeds.

Mayor Johnson stated three options would come back to Council; requested that the TDM Program Coordinator make a recommendation to Council each year on the TDM Program and budget.

Councilmember Matarrese requested Vice Mayor Tam to confirm that the motion is to amend DA-06-0003 to include three options to increase the TDM Program at year five; said agreement would come back in two weeks; the TDM Program coordinator would make a recommendation on the budget and allocation of funds to Council.

Vice Mayor Tam responded in the affirmative; thanked Councilmember Matarrese for the clarification.

Councilmember deHaan inquired whether the measurement triggering device would be included.

The Base Reuse and Community Development Manager responded language would come back that states that the evaluation criteria would be developed by the Transportation Commission and Planning Board and would not be part of the DA that comes back to Council in two weeks.

On the call for the question, Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

#### ORAL COMMUNICATIONS, NON-AGENDA

None.

#### COUNCIL COMMUNICATIONS

(07- ) Councilmember deHann requested that the Police Department look at the activity occurring across the Fruitvale Bridge; stated campers are moving into the direct access to Alameda.

Mayor Johnson stated the Alameda Police Department has worked on the issue with Oakland in the past; the matter needs to be revisited.

(07- ) Vice Mayor Tam stated she would like the City to reflect that condolences were extended to Councilmember Gilmore in the passing of her father-in-law, Carter Gilmore; Mr. Gilmore has been an icon for civil rights in the Oakland area.

(07- ) Councilmember deHaan requested that the meeting be adjourned in a moment of silence for former President Gerald Ford and Carter Gilmore.

#### ADJOURNMENT

(07- ) Mayor Johnson adjourned the Regular Meeting in recognition of the national day of mourning for the passing of former President

Gerald Ford and in recognition of Councilmember Gilmore's father-in-law's passing; stated Carter Gilmore recently had a park named after him; the park naming was a recognition of his service in Oakland which affected the Bay Area region; noted Mr. Gilmore was also the first African American Councilmember on the Oakland City Council; extended condolences to the entire Gilmore family; adjourned the meeting in a moment of silence for the loss of former President Gerald Ford and Carter Gilmore.

Respectfully submitted,

Lana Stoker  
Acting City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

January 11, 2007

Honorable Mayor and Councilmembers:

This is to certify that the claims listed on the check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.

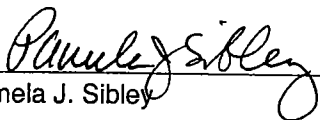
<u>Check Numbers</u>	<u>Amount</u>
155561 - 155948	\$1,535,423.32
E16019 - E16142	\$87,521.19

Void Checks:

142562	
143852	(\$45.00)
154189	(\$15.00)
	(\$2,899.26)

GRAND TOTAL	\$1,619,985.25
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Respectfully submitted,

  
Pamela J. Sibley

Council Warrants 01/16/07

BILLS #4-B  
1/16/2007

**CITY OF ALAMEDA**  
**MEMORANDUM**

Date: January 16, 2007

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Re: City of Alameda Investment Policy

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**BACKGROUND**

The State of California Government Code Section 53646 requires the City Treasurer to submit to the City Council, at a public meeting, an Investment Policy for approval by the local governing authority.

**DISCUSSION**

The City's Investment Policy affirms the fiduciary responsibility to insure establishment of adequate reserves, safeguard public assets and identify opportunities for a systematic investment process. Priority is placed first on insuring safety of principal and the liquidity needs for payroll and other city obligations then on yield on the investment.

The City's Investment Policy is reviewed annually and is included with this report. Investment reports are provided at the close of each calendar quarter and include the market value of securities, source(s) of market valuation and a statement confirming that current liquidity is adequate to meet expenditures for the next six (6) months

**FINANCIAL IMPACT**

The Investment Policy controls the type and duration of potential investments. During Fiscal Year 2006, \$2.6 million was earned in interest on investments.

**RECOMMENDATION**

Council approve the Investment Policy as presented.

Respectfully submitted,

  
Juelle-Ann Boyer  
Chief Financial Officer

JB:dl

**Agenda Item #4-C CC**  
**01-16-07**

## INVESTMENT POLICY

### I. STATEMENT OF PURPOSE

It shall be the investment policy of the City of Alameda that all funds not required for immediate budgeted expenditures be invested in compliance with this statement as well as applicable federal and state legislation.

Safeguards will be set into place to insure that adequate reserves are established and maintained to provide that cash in sufficient amounts will be available for those immediate expenditures as authorized by the City's budget. Funds so maintained will be deposited in a manner best serving the City.

It will be further recognized that the City has a responsibility to insure the security of its assets and always maintain a level of quality so that the public at large will have the highest confidence that its best interests are being served.

The purpose of this document is to identify various policies and procedures that enhance opportunities for a systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment related activities. Related activities, which comprise good cash management, include accurate cash projection, the expeditious collection of revenue, the control of disbursements, cost effective banking relations, and a short-term borrowing program which coordinates working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

### II. SCOPE

It is intended that this policy cover all short-term operating funds and investment activities under the direct authority of the City. These funds are described in the most current annual financial report and include:

- General Fund
- Capital Projects Fund
- Special Revenue Fund
- Enterprise Fund
- Internal Service Funds
- Fiduciary Funds
- Redevelopment Agency Funds

This investment policy applies to all transactions involving the financial assets and related activities of the foregoing funds.

### III. OBJECTIVES

- A. Safety: Safety of principal is the foremost objective of the City, followed by liquidity and yield. Each investment transaction shall seek to first insure that capital losses are avoided, whether they are from securities default or erosion of market value.

Investment decisions should not incur unreasonable investment risks in order to obtain current investment income.

- B. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This need for investment liquidity may be tempered to the extent that the City is able to issue short-term notes to meet its operating requirements. Emphasis will be on marketable securities with low sensitivity to market risk.

- C. Yield: The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restricts the placement of short term funds.

- D. The investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institution.

- E. The City shall adhere to the guidance provided by the "prudent investor rule", which obligates a fiduciary to insure that:

"...investment shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

- F. All participants in the investment process shall act reasonably as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public scrutiny and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Nevertheless, in a diversified portfolio, it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio investment return, provided that adequate diversification has been implemented.

- G. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments which encourage the betterment of the human condition will be sought. Alternative investments which enhance the quality of life will be given full consideration. Investments which serve to only enrich a few to the detriment of the people will be strictly avoided.

- H. No investment is to be made in a company that receives more than 15% of gross revenues from the production or manufacture of cigarettes, alcohol, or gambling products.

#### IV. DELEGATION OF AUTHORITY

Article V of the Charter of the City of Alameda places sole custody of the City's funds with the Treasurer. Further, Section 53636 of the Government Code of the State of California provides that money on deposit is deemed to be in the treasury of the City.

Although the responsibility for conducting the City's investment program resides with the Treasurer, the day to day investment function is hereby delegated to the Finance Director who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority for all investment activities.

This procedure is attached hereto and marked as Attachment "A".

#### V. INVESTMENT ADVISORY COMMITTEE

An Investment Advisory Committee has been formed for the purpose of overseeing the implementation of the City's investment program and assuring it is consistent with the investment policy as approved by the City Council. The advisory committee shall consist of the City Treasurer, Finance Director (as representative of the City Manager) and the Investment Officer.

The Investment Advisory Committee will meet as needed or as market or economic condition changes to determine general strategies and to monitor results. The committee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City's funds, approval of authorized financial institutions, and the target rate of return on investment portfolio. The written investment procedures shall be approved by the investment advisory committee on an annual basis.

Quarterly: The Finance Director with the concurrence of the Treasurer shall submit a quarterly investment report to the City Council. This report will describe all investment transactions during the quarter, compute average yield and average life of the portfolio as well as all required elements of the quarterly report as prescribed by Government Code Section 53646.

#### VI. INVESTMENT INSTRUMENTS

Investment instruments authorized for purchase include:

- A. United States treasury bills or certificate of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. Insured or collateralized certificates of deposit issued by a nationally or state chartered bank or state or federal association. In accordance with California statutes, City deposits including collateralized certificates of deposit shall not exceed the total paid-up capital (to include capital notes and indentures) and surplus of any depository bank, or the total of the net worth of any savings and loan association.
- C. Prime bankers acceptances with maturities less than one hundred eighty days, which are eligible for purchase by the Federal Reserve System, and are issued by the top fifty

banks in the world, or any qualified depository in the State of California. Purchases from any one bank may not exceed thirty percent of the City's investment portfolio.

- D. Securities of government agencies such as the Federal Home Loan Bank, Federal Farm Credit and Federal National Mortgage Association, a maximum of 25% per issuer, and a maximum of 75% in total.
- E. Prime commercial paper with A1/PI rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Purchases of commercial paper may not exceed 270 days maturity and no more than 25% of the City of Alameda's portfolio.
- F. Medium term corporate notes with a maximum maturity of five years issued by corporation doing business in the United States which are rated "A" or its equivalent or better by one or more of the following national rating: Moody's, Standard and Poor's, Fitch's or Keefe's. Investment in medium term corporate notes shall not exceed 30% of the City of Alameda's portfolio.
- G. State of California Local Agency Investment Fund.
- H. County Agency Investment Funds, a maximum of 15%.
- I. Repurchase Agreements.
- J. Domestic money market mutual funds registered with the Federal Securities and Exchange Commission (SEC) and which are rated in the highest rating category by a nationally recognized rating service or which only invest in:
  - a) U.S. Government or federal agency securities and repurchase agreement,
  - b) other investment instruments specifically included in the local investment policy, or
  - c) tax exempt obligations.
- K. Other instruments as authorized under Section 53601 and 53634 of the Government Code.
- L. California Asset Management Program (CAMP).
- M. Negotiable Certificates of Deposit, a maximum of 30%.

## VII. INVESTMENT TERMS AND CONDITIONS

- A. The following terms and conditions shall apply to the use of repurchase agreements:
  - 1. Securities purchased under the repurchase agreement shall be limited to the securities and qualifications listed above.

2. Securities shall be marked-to-market, and shall be maintained at a value equal to or greater than the cash investment.
3. The market value of the securities that underlay a repurchase agreement shall be valued at 102%.
4. All securities under a repurchase agreement shall be held by a third party custodian or safekeeping agent. Transfer of underlying securities to a counterparty bank's customer book entry account may be used for book entry delivery, and a counterparty bank's trust department or safekeeping department may also be used for physical delivery of the underlying security.
5. The seller of repurchase securities shall not be entitled to substitute securities, except as authorized by the City. New or substitute securities should be reasonably identical to the original securities in terms of maturity, yield, quality and liquidity.
6. As soon as possible, a master purchase agreement will be executed between the City and all trading partners.

B. The following terms and conditions shall apply to the use of commercial paper:

1. Maturities shall be limited to two hundred seventy days or less.
2. Purchase must be of the highest letter and numerical rating as provided for by Moody's or Standard and Poor's or Fitch Financial Services, Inc.
3. Purchases must be limited to corporations organized and operating within the United States, and as a practical matter generally only those corporations operating within the State of California, having total assets in excess of five hundred million dollars, and having an "A" or higher rating for the issuer's debentures, other than commercial paper (as-provided by Moody's or Standard and Poor's rating services).
4. Purchase may not represent more than ten percent of the outstanding paper of an issuing corporation.

C. The following terms and conditions shall apply to the use of negotiable certificates of deposit:

1. Certificates with maturities greater than six months through one year have an **"A"** rating or its equivalent or better as provided for by one of the four following national rating services: Moody's, Standard and Poor's, Fitch's or Keefe's.
2. Certificates with maturities greater than one year and through four years shall have an **"AA"** or its equivalent, or higher rating from one or more of the four following national rating services: Moody's, Standard and Poor's, Fitch's or Keefe's.

D. The following terms and conditions shall apply to the use of medium term corporate notes:

If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it shall be the Agency's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

- a. If a security is downgraded two grades below the level required by the City, the security shall be sold immediately.
- b. If a security is downgraded one grade below the level required by this policy and matures within 6 months, the security will be held to maturity. The City Treasurer may determine to sell the security if it is determined that there is a probability of default prior to maturity.
- c. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

VIII. PRUDENCE

The standard of prudence to be used by investment officers shall be the "prudent person rule", and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence will be relieved of personal liability for an individual security credit risk or market price changes, provided that deviations from expectations are reported on a timely fashion, and appropriate action is taken to control adverse developments.

IX. INTERNAL CONTROLS

The City Auditor will establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the City. Controls deemed most important include: control of collusion, segregation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies and code of ethical standards.

X. BANKS AND SECURITIES DEALERS

In selecting financial institutions for the deposit or investment of City funds, the Treasurer will consider the credit rating of the institutions. The Treasurer will continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

The Treasurer shall approve all financial institutions from whom securities are purchased.

## XI. MATURITY

The City will not invest in instruments whose maturities exceed five years at the time of purchase.

It is the intent that investments shall be managed in such a way that any market price losses resulting from interest-rate volatility would be offset by coupon income and current income received from the overall portfolio during a twelve month period.

## XII. DIVERSIFICATION

It is the policy of this City to diversify the investment portfolio in order to reduce the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The following strategies and constraints shall apply:

- A. Portfolio maturities will be staggered in a way that avoids undue concentration of assets in specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- B. Concern for liquidity shall be insured through practices that include covering the next vendor disbursement date and payroll date through maturing investments or United States Treasury bills.
- C. Risks of market price volatility shall be controlled through maturity and issuer diversification.

## XIII. RISK TOLERANCE

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity.

- A. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in high grade securities and by diversification.
- B. Market risk, defined as market value fluctuations due to overall changes in market price and rate, shall be mitigated by eliminating the need to sell securities prior to maturity and avoiding the purchase of long term security for the sole purpose of short term speculation.

## XIV. OTHER CONSIDERATIONS

- A. All transactions will be executed on a delivery versus payment basis.
- B. Wire Transfers: Whenever possible pre-formatted wire transfers will be used to transfer funds to pre-authorized accounts.
- C. The City will not enter into reverse repurchase agreements, nor trade in options or future contracts. However, the Investment Advisory Committee will review and make recommendations regarding the future use and application of these instruments.

- D. From time to time a competitive bid process, utilizing a minimum of three financial institutions deemed eligible by the Treasurer, will be used to place investment purchases.

The City shall transact business only with banks, savings and loans, and with brokers/dealers approved by the Investment Advisory Committee.

- E. In the event of an absence or replacement of the City's Investment Officer, the authority to invest in all maturities beyond six months shall be regulated by controls and restraining requirements and documented in written investment procedures.

In order to assist in identifying "qualified financial institutions" the Treasurer will forward copies of the City's Investment Policy to those financial institutions with which the City is interested in doing business and require written receipt of the policy.

- F. Safekeeping and Custody

Securities purchased from brokers/dealers shall be held in a third party custodian account, which the City has established for safekeeping. Said securities are to be held in the name of the City with the trustee executing investment transactions as directed by the appropriate City official.

Collateral for time deposit in savings and loans is to be held by the Federal Home Loan Bank. Collateral for time deposits in banks is to be held in the City's name in the bank trust department or by the Federal Reserve Bank.

- G. Confirmation

Receipts for confirmation of purchase of authorized securities must include trade date, pay value, maturity, rate, price, yield, settlement date, description of securities purchased, agency's name, and third party custodian information.

- H. Preference

Where all other factors are equal, as a final consideration the following preference will be given in order:

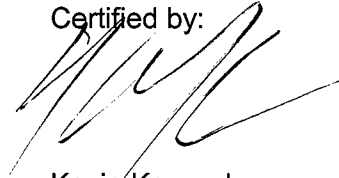
- a. Institutions principally located in the City
- b. Institutions principally located in the County
- c. Institutions principally located in the State
- d. Institutions principally located in the United States

- I. Trust Agreements

The City shall direct the investment activities of trustees. Such direction shall be in keeping with the terms and condition of its trust agreements, applicable law and policies set forth in the Investment Policy. In addition to the acceptable investment instruments listed in Section VI, A thru K, bonds proceeds may be invested in:

- a. Shares in a trust established pursuant to the Government code, Title 1, Division 7 and Chapter 5, investing in securities permitted under Section 53635;
- b. Other investment instruments allowed by State law which comply with requirements imposed by bond insurance and rating agencies.

Certified by:

A handwritten signature in black ink, appearing to read 'Kevin Kennedy', written over a horizontal line.

Kevin Kennedy  
City Treasurer

Attachment

**ATTACHMENT A**  
**Matrix of Recommended Segregation of**  
**Responsibilities of the Treasury Functions**

<b>Function</b>		<b>Responsibilities</b>
1.	Authorization of investment transactions:	
	• Format Investment Policy should be prepared by	Treasurer*
	• Submitted to	Governing Body
	• Reviewed investment transactions approved at the end of each quarter	Treasurer
2.	Execution of Investment transactions***	Treasurer delegates to Chief Financial Officer and Supervising Accountant (Revenues)
3.	Timely recording of investment transactions:	
	• Recording of investment transactions in the Treasurer's records	Investment Officers (Supervising Accountant - Revenues)
	• Recording of investment transactions in the accounting records	Supervising Accountant (General Ledger)
4.	Verification of investment, i.e. match broker confirmation to treasurer's records	Treasurer or Supervising Accountant (Revenues)
5.	Safeguarding of Assets and Records:	
	• Reconciliation of Treasurer's records to the Accounting Records	Supervising Accountant ** (General Ledger)
	• Reconciliation of Treasurer's Records to bank statements and safekeeping records	Supervising Accounting ** (General Ledger)
	• Review of (a) financial institution's financial condition, (b) safety, liquidity, and potential yields of investment instruments, and (c) reputation and financial conditions of investment brokers	Treasurer
	• Treasurer's Vault	Treasurer
	• Periodic review of collateral should be performed	Treasurer
6.	Management's periodic review of the investment portfolio as prepared by the Treasurer – key areas that should be reviewed are investment types, purchase price, market values, maturity dates and investment yields as well as conformance to stated investment policy. All transactions, excluding purchases of certificates of deposits, are on delivery versus payment basis to a third party.	Independently assigned reviewing authority.***

\* With input from Chief Financial Officer via consultation

\*\* This individual may be an Assistant Finance Director or Supervising Accountant

\*\*\* Personnel assigned to this task should have the capabilities commensurate with the responsibilities. This position requires knowledge of investments and familiarity with the formal Investment Policy.

# **CITY OF ALAMEDA**

## **MEMORANDUM**

Date: January 16, 2007

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Re: Recommendation to Accept the Work of Gallagher and Burk, Inc., for Repair and  
Resurfacing of Certain Streets, Phase 26, No. P.W. 03-06-08

### **BACKGROUND**

On June 6, 2006, the City Council awarded a construction contract to Gallagher and Burk, Inc., for the Repair and Resurfacing of Certain City Streets for a base contract amount of \$2,473,920.00. The project consisted of reconstructing failed pavement areas; repairing damaged curb and gutter; planing the existing pavement; crack sealing; overlaying with asphalt concrete (AC), rubberized asphalt concrete (RAC), or slurry seal (SS) treatment; and installing required traffic striping and pavement markings.

### **DISCUSSION**

The project has been completed in accordance with the plans and specifications and is acceptable to the Public Works Department. Five change orders were issued during the project construction phase to increase the depth of base repair in some areas, substitute AC for RAC and provide additional traffic striping. The final project cost is \$2,364,368.25.

### **BUDGET CONSIDERATION/FINANCIAL IMPACT**

The work was budgeted under CIP# 82-01 and was funded with \$175,000 from a California Integrated Waste Management Board grant, \$300,000 from Measure B, \$350,000 from Gas Tax Funds, \$240,000 from Proposition 42 Funds, and \$1,299,368.25 from the General Fund.

### **MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE**

This action does not affect the Municipal Code.

**Agenda Item #4-D CC**  
**01-16-07**


Honorable Mayor and  
Councilmembers

Page 2  
January 16, 2007

RECOMMENDATION

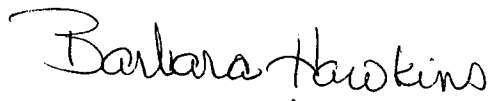
Accept the work of Gallagher and Burk, Inc., for Repair and Resurfacing of Certain Streets,  
Phase 26, No. P.W. 03-06-08.

Respectfully submitted,



Matthew T. Naclerio  
Public Works Director

Prepared by,



Barbara Hawkins by gc  
City Engineer

MTN:BH:gc

cc: Measure B Watchdog Committee

## **CITY OF ALAMEDA MEMORANDUM**

Date: January 16, 2007

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Re: Recommendation to Adopt Plans and Specifications and Authorize Call for Bids for  
Crosswalk In-Pavement Lights at Various Locations in the City of Alameda, No. P.W.  
07-04-07, Federal ID: STPLH-5014 (025)

---

### **BACKGROUND:**

The City received a Hazard Elimination Safety grant to install in-pavement crosswalk lights at four unsignalized intersections along Park Street and Webster Street to improve pedestrian crossings. Installation of in-pavement crosswalks lights will alert motorists that pedestrians are crossing the street by activating flashing lights along the crosswalk, thereby improving pedestrian visibility to motorists.

### **DISCUSSION**

The project consists of installing solar-operated in-pavement crosswalk lights at four unsignalized intersections in the Park Street and Webster Street Business Districts. The intersections are: Park Street at Pacific Avenue, Park Street at Webb Avenue, Park Street mid-block between Santa Clara Avenue and Central Avenue, and Webster Street at Taylor Avenue. At Pacific Avenue a new wheelchair ramp will also be constructed. There will be two in-pavement controllers per crosswalk, each with an 8 ½" x 12" solar panel installed on a 12' high pole. The in-pavement lights will be activated by a push button installed on the same pole. Staff worked with representatives from both business districts to select the best location for the poles; and drawings and photos of the proposed locations were presented and approved by their respective boards. The plans and specifications are on file in the City Clerk's office.

### **ENVIRONMENTAL COMPLIANCE**

The project has been determined to be Categorically Exempt from the California Environmental Quality Act in accordance with CEQA Section 15301.(c), which exempts minor changes to existing facilities.

### **BUDGET CONSIDERATION/FINANCIAL IMPACT**

The project is budgeted under CIP# 90-35 with funds available from Hazard Elimination Safety grant and Measure B.

**Agenda Item #4-E CC  
01-16-07**

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

RECOMMENDATION

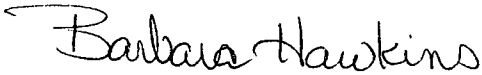
Adopt plans and specifications and authorize a call for bids for crosswalk in-pavement lights at various locations in the City of Alameda, No. P.W. 07-04-07, Federal ID: STPLH-5014 (025).

Respectfully submitted



Matthew T. Naclerio  
Public Works Director

Prepared by:



Barbara Hawkins by *gc*  
City Engineer

MTN:BH:gc

# CITY OF ALAMEDA

## MEMORANDUM

Date: January 16, 2007

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Re: Recommendation to Appropriate \$157,000 in Sewer Enterprise Funds and Award a Contract in the Amount of \$562,000, including Contingencies, to Pacific Liners Pipeline Rehabilitation for the Citywide Sewer Mains and Laterals Video Inspection, No. P.W. 10-06-21

---

### BACKGROUND

On November 21, 2006, the City Council adopted plans and specifications and authorized a call for bids for the Citywide Sewer Mains and Laterals Video Inspection, P.W. 10-06-21. The project includes cleaning and video inspection of approximately 123,000 lineal feet of sewer mains, approximately 45,000 lineal feet of sewer laterals, and an add alternate option for the disposal of contaminated material.

The City of Alameda as a Sanitary Sewer Collection System Agency is required to prepare and update a Sewer Collection System Management Plan (SSMP) pursuant to Section 13267 of the California Water Code. The information obtained from the video inspection will be used to prepare the City's SSMP.

### DISCUSSION

To solicit the maximum number of bids and the most competitive price, specifications were provided to 18 separate building exchanges throughout the Bay Area. In addition, a notice of bid was published in the *Alameda Journal*. Bids were opened on December 20, 2006.

The City received only one bid as follows:

Bidder	Location	Base Bid	Add Alternate	Total Bid
Pacific Liners Pipeline Rehabilitation	Vacaville, Ca	\$522,730	\$12,600	\$535,330

Staff contacted the five contractors who obtained plans and specifications for the project and did not submit bids. The primary reasons given by the contractors for not submitting bids were current workload and shortage of staff. The City has contracted with Pacific Liners Pipeline Rehabilitation on previous sewer projects and been satisfied with their work. Since sewer video inspection is a

specialty job that does not attract many prospective bidders and it is not clear that rebidding the project will result in a lower total project cost, staff recommends awarding the contract to Pacific Liners Pipeline Rehabilitation for a total amount of \$562,000, including a 5% contingency.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The project is budgeted under CIP# 90-61 in the amount of \$435,000 from Sewer Enterprise Funds. An additional \$157,000 is required to fully fund the project as well as staff costs for project inspection and contract administration. Funds are available from the Sewer Enterprise Fund.

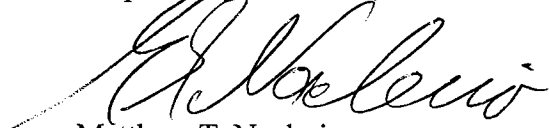
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

RECOMMENDATION

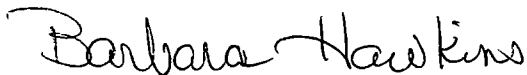
Appropriate \$157,000 in Sewer Enterprise Funds and award the contract in the amount of \$562,000, including contingency, to Pacific Liners Pipeline Rehabilitation for the Citywide Sewer Mains and Laterals Video Inspection No. P.W. 10-06-21

Respectfully submitted,



Matthew T. Naclerio  
Public Works Director

Prepared by:



Barbara Hawkins  
City Engineer

MTN:BH:gc

## **CITY OF ALAMEDA**

### **Memorandum**

DATE: January 16, 2007

TO: Honorable Mayor and Councilmembers

FROM: Debra Kurita  
City Manager

RE: Adopt a Resolution Authorizing and Approving the Sale of Emergency Generators and Associated Electrical Equipment to Cummins West, Inc. for \$832,000

---

### **BACKGROUND**

On September 5, 2006, staff presented a recommendation to sell four emergency diesel-generating units located at Alameda Point near the U.S.S. Hornet museum. This recommended action had also received the approval of the Public Utilities Board (PUB) under Resolution 4732, which was passed on a 3-1 vote at its August 21, 2006, meeting. See the attached September 5 staff report.

### **DISCUSSION**

The original recommendation to sell the generators was made on September 5, 2006, by the former General Manager of Alameda Power & Telecom (Alameda P&T). Shortly after her resignation, an Interim General Manager was named. He was asked by the City Manager to independently review the original recommendation before bringing this item back to the City Council. The Interim General Manager has completed his review and has confirmed the findings of the September 5, 2006, staff report. He supports the original staff recommendation to sell the four emergency generators.

The diesel units were originally acquired to provide for continuity of service during periods when rolling outages could be imposed upon Alameda P&T customers. They have been found to be unsuitable for emergency preparedness and were not originally purchased for that purpose. The market value of the units has been determined as a result of three written offers received by Alameda P&T from potential purchasers. The highest offer of \$832,000 will be accepted if Council grants its approval to sell the generators to Cummins West, Inc.

The Interim General Manager also took the opportunity to discuss the findings and recommendations and to visit the site and inspect the generators at Alameda Point with the Alameda Fire Chief to determine if the generating units could likely be deployed during emergencies. After his review, the Fire Chief concluded that the generators would be difficult to mobilize and of limited value during emergencies.

**Agenda Item #4-G CC**  
**01-16-07**

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

As discussed in the September 5<sup>th</sup> report, Alameda P&T would receive \$832,000 for the four emergency generators if the Council approves the sale as recommended by the PUB.

**RECOMMENDATION**

Adopt a resolution authorizing and approving the sale of four emergency generators and associated electrical equipment to Cummins West, Inc. for \$832,000.

Respectfully submitted,



Ronald V. Stassi  
Interim General Manager  
Alameda Power & Telecom

Attachment

cc: Public Utilities Board

## CITY OF ALAMEDA

### Memorandum

DATE: September 5, 2006

TO: Honorable Mayor and Councilmembers

FROM: Debra Kurita  
City Manager

RE: Resolution Authorizing and Approving Sale of Emergency Generators and Associated Electrical Equipment to Cummins West, Inc. for \$832,000

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### BACKGROUND

In response to the energy crisis in 2000 and 2001, Alameda Power & Telecom (Alameda P&T) purchased four 1.5-megawatt (MW) emergency diesel generators, which meet approximately 6 percent of the City's total electric needs for a few hours on an emergency basis. The original purpose of the generator purchase was to protect Alameda citizens and businesses from rolling outages. The units were used for that purpose on two occasions for a total of four hours in 2001, but since that time Alameda P&T has not needed to use the emergency generators. At this point in time, there is very little chance of a recurrence of events such as those of the energy crisis of 2000 and 2001, and if they did recur, the evolution of the electric market, together with other operational options, diminishes, the possibilities of rolling outages in Alameda. As a result, the benefits of the revenues from the sale plus the savings from the elimination of maintenance costs outweigh the value of retaining the emergency generators.

At its August 21, 2006, meeting, the Alameda Public Utilities Board approved the sale, by a vote of 3 to 1, of the four emergency diesel generators and associated electrical equipment to Cummins West, Inc. for \$832,000. Pursuant to the requirement of Section 12-3(A) of the City Charter, the sale is subject to the consent of the City Council of Alameda.

### DISCUSSION

Since the energy crisis of 2000 and 2001, the power supply situation in California has been adequate and the electric market has stabilized. There has been no call for rolling outages and Alameda P&T has not needed to use the emergency generators. Even during the extraordinary and sustained heat wave in July, and resulting record air-conditioning loads, California's power supply system met the challenge and Alameda did not suffer any disruption of service. The likelihood of northern California returning to such the dire circumstances of 2001 is remote, and even if it did, other factors help protect Alameda from the threat of outages as discussed below.

**Attachment  
Agenda Item #4-G CC  
01-16-07**

**Agenda Item: #4-G CC  
9-5-06**

**EXHIBIT A**

Alameda P&T, by virtue of its membership in the Northern California Power Agency (NCPA), is part of the NCPA Metered Subsystem (MSS) Agreement with the California Independent System Operator (CAISO). The MSS Agreement specifically limits the situations under which NCPA is required to participate in load shedding. NCPA, and thus Alameda, is not required to participate in rolling outages except during major physical emergency situations where the CAISO has exhausted all other options. NCPA is not required to participate in outages when another utility's lack of resources has created a supply shortage while NCPA has sufficient resources, the situation that occurred during the energy crisis in 2000 and 2001. NCPA and Alameda have sufficient resources to meet their respective loads and Alameda P&T has arrangements and development plans that will maintain this situation for Alameda through 2013 and beyond.

The emergency generators were purchased before the MSS Agreement went into effect and, as such, were obtained under a different operational paradigm. With the MSS Agreement now in effect, the instances where Alamedans may be called upon to curtail their usage are limited and there is a low likelihood that they will occur. Another factor to take into consideration is that many of Alameda P&T's larger customers voluntarily reduced load during the 2000/2001 energy crisis to help forestall the need for mandatory outages. One large customer in particular curtailed its load a number of times during the crisis and has indicated that, if requested, will do so again, further reducing the need for the emergency generators. Over the past year, several parties have expressed interest in purchasing the emergency generator. Three offers have now been received and evaluated. The high offer is from Cummins West, Inc. of San Leandro for \$832,000. Attached is Alameda P&T's Administrative Report to the Public Utilities Board on the subject that contains more detailed information and analysis on the proposed sales.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The sale of the emergency generator units will result in \$832,000 in revenue to Alameda P&T. There will also be savings of on-going expenditures including fuel, operation, and maintenance expenditures, which average about \$30,000 per year, not including staff time.

#### MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

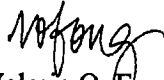
#### ENVIRONMENTAL REVIEW

There are no known negative environmental consequences from the sale of the emergency generators.

RECOMMENDATION

Approve, by resolution, the Public Utilities Board's action to sell the emergency generators pursuant to the requirement of Section 12-3(A) of the City Charter that the Public Utilities Board shall have the power "To sell obsolete or unnecessary personal property, subject to the consent of the Council on all sales exceeding the sum of \$10,000.00."

Respectfully submitted,



Valerie O. Fong  
General Manager  
Alameda Power & Telecom

cc: Public Utilities Board

Attachment: Alameda Power & Telecom  
Administrative Report No. 2007-006



**ALAMEDA  
POWER & TELECOM**

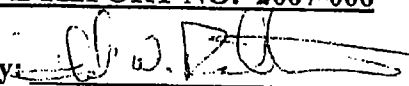
*A Department of the City of Alameda*

**AGENDA ITEM NO: 6.A.1  
MEETING DATE: 08/21/06**

**ADMINISTRATIVE REPORT NO. 2007-006**

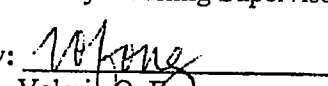
**TO:** Honorable Public Utilities Board

**Submitted by:**

  
Donald W. Rushton  
Utility Planning Supervisor

**FROM:** Nicolas Procos  
Utility Analyst

**Approved by:**

  
Valerie O. Fong  
General Manager

**SUBJECT:** Sale of Emergency Generators

---

**Recommendation:**

*By resolution*, it is recommended that the Public Utilities Board (Board) approve the sale of four emergency diesel generators and associated electrical equipment to Cummins West, Inc. for \$832,000 and, pursuant to the requirement of Section 12-3(A) of the City Charter that the sale is subject to the consent of the City Council of Alameda, authorize submittal of the proposed sale to the City Council.

**Background:**

In response to the energy crisis in 2000 and 2001, Alameda Power & Telecom (Alameda P&T) purchased four 1.5-megawatt (MW) emergency diesel generators at a cost of \$1,685,935, plus tax for a total purchase amount of \$1,820,809, for use during times of system emergencies and rolling outages. At the time of the purchase, the California electricity market was in a state of turmoil, and rolling outages were a very real concern. Indeed, Alameda P&T participated in rolling outages in response to direction from the California Independent System Operator (CAISO) once in 2000 and twice in early 2001, before obtaining the emergency generators. The emergency generators were purchased to offset any further requirement to curtail load. Although the situation has changed considerably since 2001, under current load shedding obligations the emergency generators could still be used to offset Alameda P&T's pro-rata share of any required demand reduction due to a system emergency and to avoid rolling outages in Alameda.

However, Alameda P&T has only used the emergency generators one time, shortly after they were acquired in 2001, to respond to a CAISO mandate for load reduction to avoid a rolling outage. Since then, the units have only been operated for routine maintenance and testing (approximately 12 hours per unit per year). Even during the extraordinarily high demands recently experienced in mid-July of this year, the emergency generators were not needed. Over the past year, a number of parties have expressed interest in purchasing the units, and offers have been received from possible buyers. Staff believes that the value of retaining the units no longer

**Attachment**

**Agenda Item #4-G CC**

**9-5-06**

**Subject:** Sale of Emergency Generators  
**Date:** 08/21/06

outweighs the potential revenue and savings from a sale. The right elements now appear to be in place to compel us to present this revenue opportunity to the Board.

**Discussion/Analysis:**

**Need for the Emergency Generators**

The electricity crisis in 2000 and 2001 was precipitated by a number of factors ranging from the design of California's wholesale electricity market and manipulation of the electricity market to actual physical supply shortages and transmission limitations. The uncertainty associated with the crisis and the state of the electric market provided incentive for Alameda P&T to hedge against future uncertainty by first renting and eventually purchasing the emergency generators. Since then, the electric market has been more stable, and Alameda P&T has not needed to use the emergency generators for their intended purpose. It is staff's belief that the possibility of the "perfect storm" of events that occurred in 2000 and 2001 has little chance of reoccurring and, if they did, Alameda P&T's changed contractual situation, together with other operational options, diminishes (but does not eliminate) the possibilities of rolling outages.

*Status of California's Power Supply*

Prior to the heat wave last month, reports by the California Energy Commission (CEC) and the California Independent System Operator (CAISO) predicted that the power supply situation could be tight in southern California but would be more than adequate in northern California over the next few years. Others speculate that the addition of new generation and transmission upgrades lags population and load growth. The July situation did result in some use of interruptible loads, but the majority of outages were local and related to distribution transformer overloads and not to the capability of the bulk power supply system. Even given the extraordinary and sustained air-conditioning loads in July, the bulk power supply system met the challenge. Alameda did not suffer outages that neighboring communities experienced. While the high peak demands might cause a reexamination of the starting point for California's electric load forecast, and possibly moderate the positive outlook for the State, the system did function well. Meanwhile, other occurrences hold the promise of enhanced future reliability. For instance, Federal legislation has resulted in the creation of new reliability organizations with the purpose of enhancing mandatory reliability standards; capacity requirements are being developed to ensure that each load-serving entity provides adequate resources to serve its loads; and the appropriate allocation of transmission to load-serving entities to ensure the ability to serve load is being developed. Overall, the message is mixed, and while the near-term situation does not appear to be of concern, no one knows what the future might bring. The question for the City now is, "Do circumstances warrant the continuing expense associated with the emergency generators?"

*Metered Subsystem Agreement*

Alameda P&T, by virtue of its membership in the Northern California Power Agency (NCPA), is part of the NCPA Metered Subsystem (MSS) Agreement with the CAISO. While the MSS Agreement governs many functions of NCPA's interaction with the CAISO, of particular interest

**Subject:** Sale of Emergency Generators  
**Date:** 08/21/06

under any circumstance be able to "lean" on the resources of other entities in the State. The MSS Agreement provides penalties if NCPA should deviate too much from its load and resource forecast outside a preset 3% deviation bandwidth. Furthermore, by establishing such a high standard, the MSS Agreement specifically limits the situations under which NCPA is required to participate in load shedding. Generally speaking, NCPA is not required to participate in rolling outages except during major physical emergency situations where the CAISO has exhausted all other options. Since the system planning criteria allow load shedding only under situations where there are two simultaneous contingencies on the system, a situation described as a 1-in-100-year occurrence, staff believes the possibility of this occurring is slim. As long as NCPA has sufficient resources in place, it is not required to participate in any load shedding if the reason for the request is another utility's lack of resources. NCPA will make every effort under this scenario to assist the CAISO, but meeting its own demand will take precedence. NCPA maintains sufficient resources at all times. Alameda P&T also has sufficient energy resources to meet its load. In fact, while some of its resources are energy limited, Alameda P&T currently has more than 30 MW of excess generating capacity, not including the emergency generators.

The emergency generators were purchased before the MSS Agreement went into effect and, as such, were obtained under a different operational paradigm. With the MSS Agreement now in effect, the instances where we may be called upon to reduce load are limited and, in staff's opinion, unlikely to occur.

#### *Large Customer Load Curtailment*

Many of Alameda P&T's larger customers voluntarily reduced load during the 2000/2001 energy crisis. One large customer which draws approximately 5 MW of load on Alameda P&T's system participated in voluntary load curtailments a number of times during the crisis and has indicated that, if requested, will do so again. While this customer is not willing to reduce this commitment to writing, Staff has worked closely over the years to develop a good relationship with the customer and we believe that their commitment to curtail their load will be honored. They would do so by running their own generators for a limited period of time during emergency situations. This would in effect satisfy, or at least mitigate, any requirement to curtail load without the need to begin rolling outages in Alameda, and reduces the need to retain the emergency generators.

#### **Offer of Purchase**

There has recently been a great deal of interest in purchasing the emergency generators. The good condition of the units, coupled with the apparent high demand, has led staff to believe that the timing is right to consider a sale. Three offers have now been received and evaluated.

#### *Ritchey Brothers*

Ritchey Brothers' (Ritchey) primary business is to provide a clearinghouse and auction for heavy equipment. Late last year, Alameda P&T asked Ritchey for an estimate of the value of the four units. In return, Alameda P&T received an offer of purchase. The offer actually consisted of three different options.

**Subject:** Sale of Emergency Generators

**Date:** 08/21/06

- Option I - Straight Auction with 10% Commission  
Estimated Auction Price = \$800,000  
Estimated AP&T Net Revenue = \$720,000 (less transportation costs)
- Option II - Gross Guarantee + Auction  
Guaranteed: \$550,000 (\$625,000 less 12% Commission)  
Auction: 80% of price over \$625,000  
Estimated AP&T Net Revenue = \$690,000 (less transportation costs)
- Option III - Straight Purchase  
Guaranteed AP&T Revenue = \$550,000 (less transportation costs)

*Diesel Service and Supply Inc.*

During June 2006, Alameda P&T received an unsolicited offer from Diesel Service and Supply based out of Denver, Colorado. On June 14, 2006, Diesel Service and Supply provided an offer consisting of a straight purchase at a price of \$720,000. On August 9, 2006, Diesel Service and Supply revised the offer to \$780,000. (The purchaser would transport the units at its own cost.)

*Cummins West*

Alameda P&T also solicited an offer from Cummins West, Inc. in San Leandro. Cummins West provided the highest offer for a straight purchase at a price of \$832,000. Cummins West will also transport the units at their cost. Cummins West is the exclusive distributor of Cummins Incorporated, the manufacturer of the diesel engines, for northern California. They have performed maintenance work on the emergency generators in the past.

Staff recommends a sale to Cummins West. Under Section 12-3 of the Alameda City Charter, any sale of surplus equipment with a value in excess of \$10,000 requires the consent of the City Council. This item has also been agendaized for the September 5, 2006, meeting of the Council, but will be pulled if the sale is not approved by the Board.

**Budget/Financial Considerations:**

Fuel, operation, and maintenance expenditures for the emergency generators are currently budgeted at \$120,000 for Fiscal Year 2007. Actual expenditures have been considerably less than budgeted because the budget includes fuel expenses to cover emergency operations, which have not occurred. Actual fuel, operations, and maintenance expenditures have been about \$30,000 per year. In addition, considerable staff time has been dedicated to the maintenance and operation of the units. Therefore, the sale of the units will not only result in \$832,000 in revenue from the sale, but also a fairly significant reduction in on-going expenditures. It is anticipated the funds from the sale of the emergency generators will be dedicated for use in the installation of a second 12-kilovolt feeder to Coast Guard Island.

**ITEM NO: 6.A.5**

**Subject:** Sale of Emergency Generators  
**Date:** 08/21/06

**Exhibits:**

- A. Resolution Authorizing the Sale of Emergency Generators
- B. Cummins West, Inc. Emergency Generator Purchase Proposal
- C. Diesel Service & Supply, Inc. Purchase Agreement
- D. Ritchie Bros. Auctioneers Proposal

CITY OF ALAMEDA  
ALAMEDA POWER & TELECOM

RESOLUTION NO. \_\_\_\_

**AUTHORIZING SALE OF EMERGENCY GENERATORS**

---

WHEREAS, Alameda Power & Telecom owns four 1.5-megawatt mobile emergency generators; and

WHEREAS, the emergency generators are not expected to be needed for the purpose which they were acquired; and

WHEREAS, Alameda Power & Telecom has received and evaluated three offers to purchase the emergency generators; and

WHEREAS, Alameda Power & Telecom has determined that the value of the emergency generators does not exceed the sales price and other savings associated with selling the generators.

NOW, THEREFORE, BE IT RESOLVED that the Public Utilities Board hereby approves the sale of the four mobile emergency generators and authorizes the General Manager to enter into the sale with Cummins West Inc. for a price of \$832,000 and, pursuant to the requirement of Section 12-3(A) of the City Charter that the sale is subject to the consent of the City Council of Alameda, authorizes the submittal of the proposed sale to the City Council of Alameda.

Approved as to Form  
CITY ATTORNEY

By:

  
Assistant City Attorney



## PURCHASE PROPOSAL

DATE: 7/20/06

**Alameda Power & Telecom**  
2000 Grand Street  
Alameda, CA 94501  
Attn: Allen Hanger

Cummins West, Inc. is pleased to offer the following bid to purchase:

A. Four (4) Used MQ Power EGC1500 diesel driven, containerized, sound attenuated, generator sets standby rated 1500 KW, 277/480 3 phase 60 Hz, 1800 RPM. The following items must be included:

- Serial#'s 6048-4-6, 6026-2-7, 6026-1-7, 6026-3-7
- Unit mounted radiators
- Unit mounted subbase fuel tanks
- Unit mounted control panels
- Purchased as is in good running condition.
- 40' highway legal chassis'

B. Four (4) Used 2500KVA Vantran multi-tap transformers

- Serial#'s 01v5589, 01v5666-1, 01v5666-2, 01v5666-3
- 2500kva

Cummins West agrees to purchase the items above for .....\$ 832,000.00 USD

*Cummins West will supply crane or forklift to load transformer units onto our trucks. Cummins West will also supply the trucks to haul the four generator sets away from the site.*

General Comments:



- No permit or permit costs( Fire, Building, Etc.) are included in this quotation.
- We are a supplier of material, and related services, we are not a contractor.
- The above proposal will be honored for 60 days.

Thank you for this opportunity to purchase your used equipment.. Please call if we can be of further service.

By

  
Chris Fry- Generator Rental Manager  
Chris.o.fry@cummins.com  
Direct Phone: (510) 347-6677  
Fax Number (510) 783-2849

14775 Wicks Blvd. San Leandro, CA 94577 Phone (510) 351-6101 Fax (510) 347-6191

(800) 595-5050	Arcata, CA	Redding, CA	Sacramento, CA	Fresno, CA	Bakersfield, CA
west.cummins.com	(707) 822-7390	(530) 224-4072	(916) 371-0630	(559) 277-6760	(661) 325-9404



755 N 9TH AVENUE, BRIGHTON, COLORADO 80603  
SALES@DIESELSERVICEANDSUPPLY.COM  
WWW.DIESELSERVICEANDSUPPLY.COM  
800-853-2073 • 303-659-2073  
FAX 303-659-7923

## Purchase Agreement

This Purchase Agreement (Agreement) is dated June 14, 2006 and is between Diesel Service and Supply, Inc., 755 North 9<sup>th</sup> Avenue, Brighton, Colorado 80601 (Purchaser) AND Alameda Telecom, Inc., Alameda, California (Seller) (collectively, the Parties).

In consideration of the covenants contained in this Agreement the parties to this Agreement agree as follows:

1. The Seller agrees to sell to the Purchaser the following Equipment located in Alameda, California, for the total purchase price of \$720,000.00:
  - a. 4 Each Cummins 1500 kW Trailerized Units.
2. Payment Terms: Purchaser agrees to pay the Seller the sum of \$720,000.00 via wire transfer or Purchaser's check overnight mailed to Seller, at Sellers discretion, on the date this Agreement is signed. The Parties understand that if this Agreement is signed after 2:00 pm, the wire transfer will post the following day.
3. Purchaser understands that the Equipment is sold AS IS/WHERE IS with no warranty, including without limitation, any warranty of fitness for a particular purpose or of merchantability. Purchaser also understands that the Equipment does include the Automatic Transfer Switch (ATS) and Transformers.
4. The Equipment is purchased F.O.B. Alameda, California and Purchaser is responsible for the deinstallation process and shipping of the Equipment and for payment of all associated costs including shipping, de-installation, loading, rigging and insurance (proof of insurance available upon request). Once deinstallation is complete, Purchaser will leave the area at and around where the Equipment is located in a clean and rentable condition. Purchaser's representative will be available the day of the completion of the de-installation process to meet with the property owner and the Seller's representative to review and inspect the area at and around where the Equipment is located. In the event the Purchaser damages the property in and/or around the area during the deinstallation and moving process, Purchaser shall be required to repair all damage and return the property to a clean and rentable condition.

**EXHIBIT C**

(Page 1 of 3)

5. Delivery of Equipment: Purchaser's delivery location is: 755 North 9<sup>th</sup> Avenue, Brighton, CO 80601.
6. Title:  
Seller warrants that:  
Seller is the lawful owner of the Equipment.  
Seller has the right to sell the Equipment to Purchaser.  
The Equipment is not encumbered in any manner and is free and clear of any and all liens, claims, encumbrances or security interests. The Equipment is not a leasehold improvement to the benefit of the owner of the property where the Equipment is located.  
Title to the Equipment will remain with the Seller until the payment in Paragraph 2 of this Agreement is received from Purchaser.  
When Purchaser's payment is received by Seller, Seller will immediately provide Purchaser with a bill of sale transferring Seller's right, title and ownership in the Equipment to Purchaser.
7. Delay or Failure to Perform:  
The Purchaser will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Purchaser. If the Seller is prevented directly or indirectly, on account of any cause beyond its control, from delivering the equipment at the time or within one month after the date of this Agreement, then the Seller or Purchaser will have the right to terminate this Agreement by notice in writing to the other party to this agreement, which notice will be accompanied by full refund of all sums paid by the Purchaser pursuant to this Agreement.
8. Cancellation: Seller reserves the right to cancel this Agreement if Purchaser fails to make payment under 2.
9. Refund: Any refund of amounts to Purchaser resulting from the cancellation of this Agreement will be paid within 1 day of notification of either Party to the other Party of such cancellation. If payment of any refund amounts to Purchaser is not made in accordance with this paragraph, Purchaser will be entitled to and Seller agrees to pay to Purchaser the refund amount and any and all costs of collection including interest at 1.5% per month on all amounts due to Purchaser.
10. Upon Seller approval which approval shall not be unreasonably withheld, Purchaser may assign its right or delegate its performance under this agreement. Otherwise, this Agreement cannot be modified in any way except in writing signed by the Parties.
11. By June 14, 2006, Seller agrees to contact the property owner where the Equipment is located (Premises) and inform Purchaser of any concerns that the property owner may have with respect to the de-installation of the Equipment. Purchaser, as part of the de-installation process, agrees to terminate (cut) the wiring and cap the conduit leading to the generator part of the Equipment at the generator and ATS OR at the point at which the conduit and wire enter the enclosed area that contains the Equipment, at the direction of the Seller. If Seller does not inform Purchaser of where to terminate the wiring and conduit, the Parties agree that the wiring and conduit will be terminated at the generator and ATS. If Seller informs Purchaser to terminate the wiring and conduit at the point (Point) the conduit and wiring enter the enclosed area that contains the Equipment, Purchaser will remove from the premises all wiring and conduit from the Point to the generator and ATS. The ATS will be left in the manual operating position and will not affect the

11. (Continued) the electrical service provided by public service. The wiring and conduit to the UPS will be terminated and conduit capped at the interior wall surface in the room the UPS is located. Purchaser will remove the entire generator exhaust system and generator fuel tank from the premises.
12. Seller acknowledges that once the Equipment is disconnected from the Premises no emergency power will be available to the Premises. Seller will defend and indemnify Purchaser from the claims of any person, firm, corporation or other entity resulting from the unavailability of emergency power to the Premises.
13. This Agreement constitutes the entire Agreement between the Parties and there are no other provisions implied either oral or otherwise. Any amendment to this Agreement must be mutually agreed by the Parties and be in writing.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of laws. This instrument may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same agreement.

AGREED TO AND ACCEPTED, this 14th day of June, 2006 by and between:

Purchaser:

Seller:

Diesel Service and Supply, Inc.

Alameda Telecom, Inc.

By:

By:

Edward Vecchiarelli

Printed Name and Title

Printed Name and Title

Signature

Signature

Title

Title



## **Alameda Power & Telecom**

**December 16th, 2005**

**Auction Proposal**

**Sacramento, Ca  
March 7 & 8, 2005**

**Ritchie Bros. Auctioneers**



## Option #1

**Straight Commission**

Estimated Gross Amount	\$800,000
Less commission of 10.0%	<u>\$80,000</u>
Sub Total	\$720,000
Less refurbishing	<u>\$0</u>
Potential Net	<u><u>\$720,000</u></u>



## Option #2

<b>Gross Guarantee</b>
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Gross Guarantee Amount	\$625,000
------------------------	-----------

Less commission of 12.0%	<u>\$75,000</u>
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Sub Total	\$550,000
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Less refurbishing	<u>\$0</u>
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Net Guarantee Amount	\$550,000
----------------------	-----------

Potential Overage Estimated on a gross of  
\$800,000 with the following split:

80%	Overage Split Owner	<u>\$140,000</u>
20%	Overage Split RBA	

Potential Net Amount	<u><u>\$690,000</u></u>
----------------------	-------------------------

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

AUTHORIZING AND APPROVING SALE OF EMERGENCY GENERATORS  
AND ASSOCIATED ELECTRICAL EQUIPMENT TO CUMMINS WEST, INC  
FOR \$832,000

WHEREAS, Alameda Power & Telecom owns four 1.5-megawatt mobile emergency diesel generators; and

WHEREAS, the emergency generators are not expected to be needed for the purpose which they were acquired; and

WHEREAS, Alameda Power & Telecom has determined that the value of the emergency generators does not exceed the sales price and other savings associated with selling the generators; and

WHEREAS, the Alameda Public Utilities Board has authorized the sale of the four emergency generators and associated electrical equipment to Cummins West, Inc. for \$832,000 on August 21, 2006, subject to the requirement of Section 12-3(A) of the City Charter that the sale is subject to the consent of the City Council of Alameda.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alameda approves the sale of the four mobile emergency generators as authorized by the Alameda Public Utilities Board on August 21, 2006, to Cummins West, Inc. for \$832,000.

\* \* \* \* \*

I, the undersigned, hereby certify that the foregoing Resolution as duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_, 2007, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

Resolution #4-G CC  
1-16-07

Approved as to Form

City Attorney

**CITY OF ALAMEDA  
MEMORANDUM**

**Date:** January 16, 2007

**To:** Honorable Mayor and  
Councilmembers

**From:** Debra Kurita  
City Manager

**Re:** Adoption of Resolution Authorizing Open Market Purchase from  
Tiburon, Inc. Pursuant to Section 3-15 of the Alameda City Charter  
in the amount of \$66,545 for Mobile Data System Software for the  
Police Department (Requires four affirmative votes)

**BACKGROUND**

The Police Department, in conjunction with Tiburon Inc., is currently upgrading the Computer Aided Dispatch / Records Management System; implementing planned enhancements designed to replace obsolete equipment and prepare the Department for emerging technologies. One technology, a high frequency Mobile Data wireless interface system, has revolutionized the transmission of public safety information from the Computer Aided Dispatch Center and the Records Management System to mobile data computers in the field.

**DISCUSSION**

The Department's current Mobile Data System software is obsolete, no longer supported by the vendor, and at the end of its life cycle. The Mobile Data System requires the following enhancements: provision of transmission communication protocol / internet protocol to the fleet of mobile data computers; and instantaneous transfer of critical officer and public safety information. See Tiburon's enhancement proposal.

This upgraded platform allows field personnel increased technological functionality and access to law enforcement specific databases. A high frequency wireless interface platform enables first responders and field personnel to access critical real time information, such as premise location files and officer safety hazard files and also facilitates the utilization of automated crime reporting technologies.

The County of Alameda has installed a Web based messaging system, which increases County wide interoperability capabilities. A high frequency wireless interface mobile data communication platform is required so that interoperability can be realized in the field, which is vitally important to share Federal, State and Regional database information.

The Fire Department is installing a wireless based system into their field apparatus. This proposed Mobile Data System enhancement integrates and shares hardware with the system being installed by the Fire Department. This enhancement allows Mobile Data Computer interoperability between Police and Fire units and personnel, as well as a conduit for communication with other wireless based public safety platforms in the region. The enhancement is compatible with the Alameda and Contra Costa County's East Bay Regional Communication System public safety digital land mobile radio standard project (P-25). The Police Department, Fire Department and Information Technology Department have discussed this enhancement and concur with its implementation.

The Police Department would use an open market purchase because the acquisition of this system enhancement is most economical to the City, through the existing Computer Aided Dispatch / Records Management System provider. This acquisition will integrate seamlessly with our existing system.

#### **BUDGET CONSIDERATION/FINANCIAL IMPACT**

The cost of the enhancement is \$66,545. Funds to cover the expenditure exist in the 2005-2006 Citizen's Option for Public Safety Grant Fund. Annual maintenance expenditures will be covered by the police department's operating budget.

#### **MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE**

This action does not affect the Municipal Code.

#### **RECOMMENDATION**

Adopt a resolution authorizing the open market purchase of Mobile Data System software enhancement for \$66,545 from Tiburon, Inc.

Respectfully submitted,



Walter B. Tibbet  
Chief of Police

DK/WBT: jsb



Tiburon, Inc.  
6200 Stoneridge Mall Road  
Suite 400  
Pleasanton, CA 94588  
USA

T: 925.621.2700  
F: 925.621.2799

www.tiburoninc.com

January 8, 2006

Lt. Bill Scott  
City of Alameda Police Department  
1555 Oak Street  
Alameda, CA 94501

Subject: Enhancement Proposal (EP)-191229A5: Mobile Data System (MDS)

Reference: Master Support Agreement between the City of Alameda, CA and Tiburon Inc. dated December 9, 2004

Dear Lt. Scott:

Tiburon, Inc. is pleased to present the City of Alameda Police Department with this Enhancement Proposal for Tiburon's Mobile Data System (MDS).

Scope Description

Provide licenses, training, and associated technical services that will enable the City of Alameda to operate Tiburon's MDS on thirty (30) mobile devices. The existing RNC interface will be utilized for the MDS implementation.

Price Description

1) Firm Fixed Price:

Mobile Data System (MDS) Base License:	\$12,500
Mobile Data System (MDS) Thirty (30) Client Licenses:	\$15,000
Tiburon Technical Services:	\$28,750
Tiburon Project Management:	\$4,889
Tiburon Systems Integration:	\$3,000
Sales Tax (8.75%):	<u>\$2,406</u>
Total:	\$66,545

- 2) The Tiburon Annual Maintenance amount will increase by \$4,050 annually effective the next maintenance period. The \$4,050 will be included with the annual maintenance invoice. This amount may be subject to an annual increase not to exceed 5%.

Tiburon Responsibilities

- 1) Please refer to Attachment A Statement of Work.

**Regarding  
Agenda Item #4-H CC  
01-16-07**

City of Alameda Responsibilities

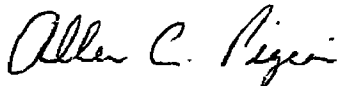
- 1) Please refer to Attachment A Statement of Work.

Terms and Conditions

- 1) This work will be scheduled to commence at a mutually agreeable date after Enhancement Proposal acceptance and as part of the VMP project.
- 2) All prices assume that this work is performed in conjunction with the work described in Enhancement Proposal (EP)-191229 VMP.
- 3) The City should be prepared to implement MDS on the mobile devices as a single cutover event. Data911 mobile software will not be supported once the Tiburon MDS subsystems are implemented.
- 4) Payment Schedule:
  - 50% Upon Tiburon receipt of the signed acceptance of the Enhancement Proposal.
  - 50% Upon achievement of the Completion Criteria.
- 5) The terms and conditions of this Enhancement Proposal and the Agreement referenced herein prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 6) This fixed price Enhancement Proposal is valid unless modified by Tiburon in writing prior to Client acceptance of this Enhancement Proposal; otherwise, this Enhancement Proposal will expire on January 19, 2007.
- 7) By the Client's acceptance of this Enhancement Proposal in the signature blocks provided below, the Client is authorizing Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by the Client's purchasing procedures are the responsibility of the Client.

Upon review and acceptance of this Enhancement Proposal, please sign below and return the signed copy of the Enhancement Proposal to Loren Hopper in Tiburon's Pleasanton office. Or, you can fax a copy of this letter to Loren at 510-217-6466. If you have any questions or require further information, please contact me at 903-663-9499 or [allen.pigeon@tiburoninc.com](mailto:allen.pigeon@tiburoninc.com) at your convenience.

Sincerely,



Allen Pigeon  
Account Manager

Attachment A: Statement of Work


Lt. Bill Scott  
City of Alameda Police Department  
Enhancement Proposal (EP)-191229A4: Mobile Data System (MDS)  
December 14, 2006  
Page 3 of 3

\_\_\_\_\_  
By this signature, the City of Alameda Police Department accepts EP-191229A4:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

Approved as to Form  
CITY ATTORNEY  
By:   
Assistant City Attorney

**ATTACHMENT A to EP-191229A5**

**Statement of Work**

**for a**

**Mobile Data System (MDS)**

**for the**

**City of Alameda Police Department, California**

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# INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of Client and Tiburon for the implementation of Tiburon Applications (the "Project") defined below.

Tiburon Applications described below will be deployed in a Windows™ environment.

Statement of Work tasks may not always start and complete in a sequential manner, but may overlap. The completion and acceptance of any task is not contingent upon the completion of a previously defined task unless specifically identified.

Tiburon Applications to be deployed in accordance with this Statement of Work include:

- Mobile Data System (MDS) for thirty (30) client devices

Development and approval of Client-specific application related documentation will occur as follows:

- As part of the Business Practice Review (BPR) task, Client-specific parameters and field tailoring will be reviewed and documented in an Application Tailoring Document. Tiburon will prepare and deliver that document to the Client for review and approval.
- The baseline application document(s) will become the blueprint for configuring the Tiburon Applications for delivery under this Statement of Work.
- Tiburon will deliver a Client-specific version of the baseline application document(s).

## **PROJECT MANAGEMENT COMMITMENT**

Client and Tiburon shall each designate a project manager to oversee the project and support the following:

### **Tiburon Responsibilities:**

- a. Maintain project communications with the Client's Project Manager.
- b. Schedule all Tiburon staff, and subcontractor support, to ensure project progress and completion in accordance with the Project Schedule.
- c. Conduct status meetings with the Client's Project Manager as required.
- d. Provide responses within ten (10) business days to Client inquiries.

### **Client Responsibilities:**

- a. Maintain project communications with Tiburon's Project Manager.
- b. Coordinate and facilitate all Client staff, and third party (vendors and/or agencies) support, to ensure project progress and completion in accordance with the Project Schedule.
- c. Participate in status meetings with Tiburon Project Manager.
- d. Provide responses within ten (10) business days to Tiburon inquiries, and document submittals.
- e. Ensure Tiburon VPN remote access and on-site access to Client server and network equipment, including to all development and system "root" accounts on all servers running Tiburon Applications.
- f. Ensure workspace is available at the Client's Project site for Tiburon's project manager. This space should include desks, chairs, and electrical connections.
- g. Ensure telephones are located at each of the workspaces and adjacent to the central processor for the duration of the project. Tiburon will be responsible for all Tiburon-initiated long-distance charges while on-site.

## **TASK 1 BUSINESS PRACTICE REVIEW(S)**

### **Task Description:**

The Business Practice Review is a process of evaluating the Client's existing business practices in conjunction with Tiburon Application functionality. Client and Tiburon will meet remotely by telephone, up to eight (8) hours, to review the baseline specification documentation for the Tiburon Applications. Hours may be used consecutively or cumulatively. Key objectives of this meeting are to (1) promote understanding of system functionality, (2) and evaluate the integration of existing external interfaces. This process will enable the Client to identify any existing operating policies and/or procedures that may be modified to accommodate Tiburon Application functionality.

Any tailoring or modifications to the baseline application will be part of any future project after the completion of this initial pilot program for Client. Please note that these unidentified tailoring or modifications are not included or priced within this project.

### **Tiburon Responsibilities:**

- a. Deliver baseline document one week prior to the remote meeting.
- b. Utilize the baseline specification documents as a guide for the discussion of Tiburon Application functionality.

### **Client Responsibilities:**

- a. Ensure participation of Client staff with operational, policy, and procedure expertise, and decision-making authority, to analyze business practices in relation to the functionality of Tiburon Applications.
- b. Provide pertinent information, data, records, and documents for the Tiburon Applications.
- c. Provide pertinent information, record layouts and documents necessary to establish interfaces with all local and remote systems.
- d. Provide specifications and definitions for all interfaces to be delivered.
- e. Provide Tiburon all necessary information pertaining to the interfaces.
- f. Provide Tiburon any record layouts and documentation necessary to establish the connectivity to any local or remote systems and facilities

### **Completion Criteria:**

This task will be complete at the conclusion of the eight (8) hour BPR. Task completion will be confirmed by the Client's signature on the task completion letter presented by Tiburon. Task completion is required before Tiburon will proceed with any further project work.

## **TASK 2      PROJECT SCHEDULE**

### **Task Description:**

Develop the Project Schedule and define the priorities and inter-dependencies among tasks.

### **Tiburon Responsibilities:**

- a.      Work with Client to develop the Project Schedule.
- b.      Deliver the Project Schedule document for Client review and approval.

### **Client Responsibilities:**

- a.      Work with Tiburon to develop the Project Schedule.
- b.      Review and approve the Project Schedule.

### **Completion Criteria:**

This task is complete upon Client's written approval of the Project Schedule. Task completion will be confirmed by the Client's signature on the task completion letter presented by Tiburon.

### **TASK 3      SYSTEM INSTALLATION**

#### **Task Description:**

Install application on the Client-provided server and a subset of the Client-provided mobile devices.

#### **Tiburon Responsibilities:**

- a.      Install the MDS server component through remote VPN access to the Client's system.
- b.      Install the MDS software on one (1) Client-provided mobile device and provide Client with instructions on how to install MDS on the remaining mobile devices.

#### **Client Responsibilities:**

- a.      Provide VPN access to the Client's system.
- b.      Designate a Client-provided server on which Tiburon will install the MDS server component. The server must meet Tiburon's minimum specifications for a server operating the MDS server component.
- c.      Assist Tiburon with the installation of MDS on the Client-provided server.
- d.      Provide five (5) mobile devices to be used by Tiburon to install MDS. The mobile devices must meet Tiburon's minimum specifications for a mobile client operating MDS.
- e.      Install MDS on the remaining mobile devices.

#### **Completion Criteria:**

This task is complete when Tiburon has installed MDS on the one (1) Client-provided mobile device. Task completion will be confirmed by the Client's signature on the task completion letter presented by Tiburon.

## **TASK 4      SYSTEM INTERFACES**

### **Task Description:**

Install and test the following interfaces as defined in the Baseline Specification Document. Tiburon assumes that no change in functionality is deemed needed or priced for CAD/2000 or MDS to interface with the RNC interface.

Mobile Data System

*CAD/2000  
RNC Interface*

### **Tiburon Responsibilities:**

- a.      Program and install interfaces identified above.
- b.      Test interfaces to demonstrate conformance with the Baseline Application Document.

### **Client Responsibilities:**

- a.      Provide VPN access to the Client's system.
- b.      Assume responsibility for any hardware, software licenses, modifications or additions to any systems not supplied, installed, tested, or licensed by Tiburon.
- c.      Act as the liaison between the agencies and third party vendors required to support these interfaces.
- d.      Provide Tiburon with the physical connections for each interface, to enable Tiburon to test the functionality of each interface in an appropriate environment.
- e.      If the interface(s) are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.

### **Completion Criteria:**

This task is complete once all interfaces have been demonstrated to function in accordance with the Baseline Application Document. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the interface(s) function at a later date. Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks. Task completion will be confirmed by the Client's signature on the task completion letter presented by Tiburon.

## **TASK 5      TIBURON APPLICATION TRAINING**

### **Task Description:**

Training will be conducted at a Client facility. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.

### **MDS Training**

Application Training Sessions: CAD/Ti	Session Duration (Hours)	Maximum Participants	Number of Sessions
MDS User Training	4	8	2
MDS Configuration Training	4	4	1

### **Tiburon Responsibilities:**

For each of the training courses described above, Tiburon will:

- a. Provide training in accordance with a mutually agreed-to schedule.
- b. Provide one (1) print-ready master copy, and one (1) CD-ROM, for the training materials no less than ten (10) days prior to training.

### **Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in the tables above.
- b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and a computer workstation for the instructor. The room must be able to be darkened and include a projector as well as a whiteboard or equivalent.
- c. Provide one (1) set of training materials for each student.
- d. Provide end user training for all remaining Client personnel in accordance with the Project Schedule.

### **Completion Criteria:**

This task is complete when Tiburon has presented all the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

## **TASK 6      SYSTEM INTEGRATION DEMONSTRATION**

### **Task Description:**

Demonstrate System interoperability.

### **Tiburon Responsibilities:**

- a.      Deliver a Client-specific version of the baseline application document(s) one week prior to the demonstration.
- b.      Manage demonstration remotely (there is no Tiburon on-site associated with this task).
- c.      Resolve any discrepancies discovered during demonstration.

### **Client Responsibilities:**

- a.      Provide VPN access to the Client system.
- b.      Conduct testing and verify system interoperability.
- c.      Document any discrepancy in system interoperability discovered during demonstration.

### **Completion Criteria:**

This task is complete when Client has completed interoperability demonstration in accordance with the Project Schedule. Minor deficiencies of the application will not prevent acceptance of this task. Task completion will be confirmed by the Client's signature on the task completion letter presented by Tiburon.

## **TASK 7 CUTOVER**

### **Task Description:**

Tiburon will assist the Client in placing the Tiburon Application(s) in operational status and support the Client remotely with staff for one (1) day, not to exceed eight (8) hours per day.

The MDS will be placed into maintenance upon cutover.

### **Tiburon Responsibilities:**

- a. Notify the Client when the Tiburon Application(s) is ready for live production status.
- b. Monitor the operation of the Tiburon Application(s) for one (1) day.
- c. Assist Client staff in utilizing and supporting the system(s).

### **Client Responsibilities:**

- a. Begin operational use of the system(s).

### **Completion Criteria:**

This task is complete when the Tiburon Application(s) is placed in live production operation. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

Approved as to Form

*[Signature]*  
City Attorney

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

AUTHORIZING OPEN MARKET PURCHASE FROM  
TIBURON, INC.  
PURSUANT TO SECTION 3-15 OF THE ALAMEDA CITY CHARTER  
FOR A MOBILE DATA SYSTEM UPGRADE  
IN THE AMOUNT OF \$66,545.00

WHEREAS, there are funds available in the FY 2006-2007 State COPS Grant, Project# 9300204; and

WHEREAS, the "MOBILE DATA SYSTEM" is an integrated enhancement provided by our existing computer aided dispatch/records management system provider purchased from Tiburon, Inc. and the purchase price of \$66,545.00 is the lowest price available; and

WHEREAS, Section 3-15 of the City Charter provides that City Council, by four affirmative votes, can authorize an open market purchase if it determines that the materials or supplies can be purchased at a reasonable and lower price in the open market.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alameda, pursuant to Section 3-15 of the City Charter, the Alameda Police Department, in cooperation with the Finance Director, is hereby authorized to purchase the "MOBILE DATA SYSTEM UPGRADE" at a cost not to exceed \$66,545.00.

\*\*\*\*\*

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

Resolution #4-H CC  
1-16-07

# CITY OF ALAMEDA

## MEMORANDUM

Date: January 16, 2007

To: Honorable Mayor and  
Members of the City Council

From: Debra Kurita  
City Manager

Re: Public Hearing to Consider Adoption of Resolution Joining the Statewide Community Infrastructure Program and Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments within the Territory of the City of Alameda and Authorizing Related Actions

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### BACKGROUND

The California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of CSCDA include approximately 230 cities and 54 counties throughout California, including the City of Alameda. The Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees and public infrastructure costs required of their projects that would be payable by property owners upon receiving development entitlements or building permits. The City's participation in SCIP requires a noticed public hearing to take public testimony on SCIP and bonds to be issued by CSCDA. A Notice of Public Hearing was published on January 9, 2007.

### DISCUSSION

CSCDA is a joint powers authority with the ability to issue tax-exempt bonds. SCIP is a financing program available to CSCDA members. Once a city or county joins SCIP, developers may apply to SCIP for their individual projects. Participation in SCIP by property owners is strictly voluntary. If a property owner chooses to participate, a portion of the development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will impose a special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property. The property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be prepaid from the proceeds of the SCIP bonds. The fees are not paid directly to the

City. They are paid to SCIP and deposited into an interest bearing account to be withdrawn by the City for any public infrastructure project.

The benefits to the property owner include:

- The repayment of the bonds is only the obligation of property owners who choose to participate in the program via assessments imposed on their property.
- Instead of paying cash for development impact fees, the property owner receives low-cost, long-term, tax-exempt financing of those fees, releasing capital for other purposes.
- The property owner has the option to retire the special assessments at any time.
- Bonds can be used to finance commercial, industrial or residential projects. Typically, fees and infrastructure costs need to be a minimum of \$250,000 to benefit from the financing.
- Owners of smaller projects can have access to tax-exempt financing of infrastructure. (Before the inception of SCIP, only projects large enough to justify the formation of an assessment or communities facilities district had access to tax-exempt financing.)

The benefits to the City include:

- As with conventional assessment financing, the City is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps protect property owners from the rising development impact fees.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.

The proposed resolution authorizes CSCDA to accept applications from owners of property within the City to apply for tax-exempt financing of development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within the City, conduct assessment proceedings and levy assessments against the property of participating owners. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

Attached to the resolution as Exhibit A is a "Form of Resolution of Intention to be Adopted by CSCDA." This is for informational purposes and does not require Council action.

Finally, the City has been asked by a property owner interested in using SCIP to encourage East Bay Municipal Utilities District (EBMUD) to join SCIP as well. Water and sewer fees can be significant development impact fees; and, in the City of Alameda, these fees are paid directly to EBMUD and not to the City. Subject to Council approval of this item the City Manager will send a letter to EBMUD encouraging them to participate in this program.

BUDGET CONSIDERATION/FISCAL IMPACT

There is no cost to the City to participate in SCIP.

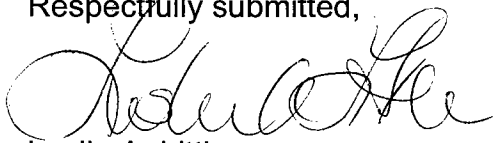
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

SCIP helps further the Economic Development Strategic Plan goal to support private sector property owners in their efforts to create primary jobs through clean, light-industrial and office business attraction and expansion.

RECOMMENDATION

Approve Resolution Joining the Statewide Community Infrastructure Program and Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments within the Territory of the City of Alameda and Authorizing Related Actions.

Respectfully submitted,



Leslie A. Little  
Development Services Director



By: Dorene E. Soto  
Manager, Business Development Division



By: Rachel Silver  
Development Manager, Housing

DK/LAL/DES/RS:rv

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM AND AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF ALAMEDA AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Alameda (the "City"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such property owners voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to participate in SCIP, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings, a copy of which is attached hereto as Exhibit A (the "ROI") and the territory within which assessments may be levied for SCIP (provided that the owner of any property subject to assessment consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda as follows:

Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The legal owner(s) of such property execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues

and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit B, and any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for property owners who elect to participate in SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligation and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit B, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

\* \* \* \* \*

## **EXHIBIT A**

### **FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA**

**RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. \_\_\_\_\_ (CITY OF ALAMEDA, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH**

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Improvement Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the "Improvements"), all of which are of benefit to the proposed Assessment District No. \_\_\_\_\_ (City of Alameda, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. \_\_\_\_\_ (City of Alameda, California)," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Assessment District No. \_\_\_\_\_ (City of Alameda, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.
2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the

Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of \_\_\_\_\_ within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Improvement Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Improvement Fees.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to

obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after completion of the improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

## **EXHIBIT B**

### **CITY OF ALAMEDA CONTACTS FOR SCIP PROGRAM**

#### **Primary Contact**

Name: Eric Fonstein

Title: Development Coordinator

Mailing Address: 950 West Mall Square, 2<sup>nd</sup> Floor, Alameda CA 94501

Delivery Address (if different):

E-mail: efonstei@ci.alameda.ca.us

Telephone: (510) 749-5823

Fax: (510) 749-5808

#### **Secondary Contact**

Name: Jennifer Ott

Title: Redevelopment Manager

Mailing Address: 950 West Mall Square, 2<sup>nd</sup> Floor, Alameda CA 94501

Delivery Address (if different):

E-mail: JOtt@ci.alameda.ca.us

Telephone: (510) 749-5831

Fax: (510) 749-5808

**[Add additional contacts as needed]**

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

# CITY OF ALAMEDA

## Memorandum

Date: January 16, 2007

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Re: Public Hearing to Consider an Approval of Tentative Map Tract 7846, (TM06-0006) For The Purpose of Establishing Eight Residential Lots Within Four Buildings Located at 626 Buena Vista Avenue, Within the R-4-PD Neighborhood Residential Planned Development Zoning District.

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### BACKGROUND

The City of Alameda and Community Improvement Commission of the City of Alameda have approved \$1.7 million in dedicated housing funds for the development of eight new dwelling units at 626 Buena Vista Avenue that will be sold to very low, low and moderate-income homebuyers. The units will be built as a partnership between the Alameda Development Corporation (ADC) and Habitat for Humanity East Bay. On August 14, 2006, the Planning Board approved Planned Development and Design Review applications for four duet structures with a total of eight units and parking on the 18,900 square-foot lot.

### DISCUSSION

The applicant, ADC, requests approval of Tentative Map Tract 7846 to allow the division of the parcel into eight new lots, each with one residence. Other than the right to separately sell the individual lots, individual ownership of the eight lots will not convey any additional rights for land uses beyond those established in earlier entitlements. On December 11, 2006, the Planning Board unanimously approved a resolution recommending that the City Council approve the proposed tentative map, pursuant to the City of Alameda Subdivision Ordinance.

The City Council must make the following are the findings in order to approve Tentative Map Tract 7848, pursuant to the City of Alameda Subdivision Ordinance (AMC 30-78.5):

1. **The Proposal is consistent with the General Plan.** This finding can be made. The design and configuration of the proposed parcels is physically suitable for the site and complies with the density requirements for medium-density residential development in the General Plan.
2. **The design of the proposed subdivision is consistent with the General Plan.**

This finding can be made. The development of this property was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). The design is compatible and harmonious with the design and use of the surrounding area and is consistent with the Design Review Guidelines.

3. **The site is physically suitable for this type of development.** This finding can be made. Site design has been evaluated and was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no effect on the approved site development.
4. **The site is physically suitable for the density of the development.** This finding can be made. Site design has been evaluated by City Engineering, Planning & Building, Fire and AP&T staff who determined that the site was physically suitable for the proposed density of development. The project was evaluated by the Planning Board at a publicly noticed hearing and was approved on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no effect on the approved density of the site.
5. **The subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** This finding can be made. The site consists of a car wash and does not provide suitable habitat for fish or wildlife. The project was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no environmental effect on the approved site development.
6. **The subdivision will not conflict with easements acquired by the public at large for access through or use of property within the subdivision.** This finding can be made. All easements are required to be retained and additional necessary access and other easements are being provided.
7. **The subdivision will not cause serious public health problems.** This finding can be made. Site design has been evaluated and the property is not a hazardous materials site. Adequate public services will be provided. The project was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no effect on the approved site development and will not affect public health.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

No additional funding is necessary related to planning activities for this project.

Once a Final Map has been recorded, the sale of each lot would generate a property

transfer tax, which would flow to the General Fund.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This proposal is governed by Alameda Municipal Code §30-78.5 Action on Tentative and Parcel Maps.

ENVIRONMENTAL REVIEW

An Initial Study to determine environmental impacts was completed prior to taking action on the General Plan Amendment and Rezoning. It was found that there would be no significant impacts on the environment, and a Negative Declaration was adopted on April 3, 2001. The current proposal to subdivide the parcel into eight separate lots is Categorically Exempt pursuant to CEQA Guidelines Section 15332 (Infill Development Project) and no additional environmental review is required.

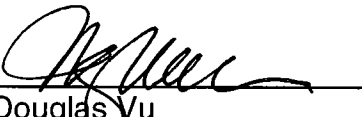
RECOMMENDATION

Approve Tentative Map Tract 7846, TM06-0006, to allow the division of an existing 18,900 square-foot parcel into eight lots.

Respectfully submitted,

  
Cathy Woodbury  
Planning & Building Director

By:

  
Douglas Vu  
Planner III

**On File in the City Clerk's Office:**

Proposed Tentative Map Tract 7846

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

APPROVING TENTATIVE MAP TRACT 7846, TM06-0006, FOR THE  
PURPOSE OF ESTABLISHING EIGHT RESIDENTIAL LOTS WITHIN FOUR  
BUILDINGS LOCATED AT 626 BUENA VISTA AVENUE

WHEREAS, an application was made on September 18, 2006 requesting approval of Tentative Map Tract 7846, to permit the conversion of an approximately 0.43 acre (18,900 square foot) parcel from a single ownership to eight fee simple ownerships; and

WHEREAS, the Tentative Map was accepted as complete on October 18, 2006; and

WHEREAS, the subject property is designated as Medium-Density Residential on the General Plan Diagram; and

WHEREAS, the subject property is located in a R-4-PD, Neighborhood Residential, Planned Development Zoning District; and

WHEREAS, the Planning Board held a public hearing on this application on December 11, 2006, and examined pertinent maps, drawings, and documents; and

WHEREAS, the Planning Board unanimously approved a resolution recommending City Council approval of the proposed maps; and

WHEREAS, the City Council held a public hearing on this application on January 16, 2007, and examined pertinent maps, drawings, and documents; and

WHEREAS, the City Council finds:

1. **The Proposal is consistent with the General Plan.** The design and configuration of the proposed parcels is physically suitable for the site and complies with the density requirements for medium-density residential development in the General Plan.
2. **The design of the proposed subdivision is consistent with the General Plan.** The development of this property was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). The design is compatible and harmonious with the design and use of the surrounding area and is consistent with the Design Review Guidelines.
3. **The site is physically suitable for this type of development.** Site design has been evaluated and was approved by the Planning Board on

August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no effect on the approved site development.

4. **The site is physically suitable for the density of the development.** Site design has been evaluated by City Engineering, Planning & Building, Fire and AP&T staff and determined that the site was physically suitable for the proposed density of development. The project was evaluated by the Planning Board at a publicly noticed hearing and was approved on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no effect on the approved density of the site.
5. **The subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** The site consists of a car wash and does not provide suitable habitat for fish or wildlife. The project was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no environmental effect on the approved site development.
6. **The subdivision will not conflict with easements acquired by the public at large for access through or use of property within the subdivision.** All easements are required to be retained and additional necessary access and other easements are being provided.
7. **The subdivision will not cause serious public health problems.** Site design has been evaluated and the property is not a hazardous materials site. Adequate public services will be provided. The project was approved by the Planning Board on August 14, 2006 (PD06-0001 and DR06-0054). A change in ownership pattern will have no effect on the approved site development and will not affect public health.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Alameda finds in compliance with the California Environmental Quality Act (CEQA) that a Negative Declaration for this site was adopted on April 3, 2001 pursuant to CEQA Section 15162, no new significant environmental impacts have been identified, and the project is Categorically Exempt pursuant to CEQA Guidelines Section 15332 - Infill Development Project; therefore no additional review pursuant to CEQA is required.

BE IT FURTHER RESOLVED that the City Council hereby approves Tentative Map Tract TM06-0006, subject to the following conditions:

**Public Works: Conditions Applicable Prior to the Approval of the Final Map by the City Council**

1. The final map shall conform to the requirements of the Subdivision Map Act, Alameda Municipal Code regarding Real Estate Subdivisions Regulations, Planning Board and City Council Tentative Map Resolutions applicable to the Final Map and shall be acceptable to the City Engineer and Planning & Building Director. Prior to approval of the Final Map, the Building Official shall establish addresses for each lot, which shall be included on the Final Map as a separate sheet.
2. Deeds, title report of property owner(s), adjoiner deeds and closure calculations shall be provided.
3. All easements shall be shown on the Final Map including private street ingress/egress access easements, surface drainage runoff, and utility easements for the benefit of the property owners.
4. Mylar copies of the recorded Final Map shall be provided to the City Engineer. AutoCad CD-Rom copies of the Final Map (without signatures) shall be provided to the City Engineer.
5. A bond, letter of credit, or other acceptable instrument of credit shall be provided to assure that the construction improvements are completed. The amount shall be based on the subdivider's engineer's estimate to the satisfaction of the City Engineer and shall include 20% contingencies.
6. The subdivider shall post a refundable cashier's check in the amount of \$100 per final map sheet to guarantee that a Mylar copy of the recorded Tract Map is provided in the form approved by the City Engineer.

#### **Public Works: Conditions Applicable Prior to Construction**

##### **Improvement Plans, Specifications and Engineer's Estimate**

7. Complete improvement plans and specifications shall be prepared by the developer's engineer and shall be provided as either part of the building plans or separate from the building plans for review and approval by the City Engineer. Specifications may be incorporated on the improvement plan sheets.
8. Complete landscape and irrigation plans for front yards and common areas shall be provided as either part of the building plans or separate from the building plans and prepared by a professional having experience in landscaping and completed to the satisfaction of the City Engineer and Planning & Building Director. Landscaping shall be in accordance with the City of Alameda Ordinance No. 2389 (Water Conservation).

9. Specifications shall incorporate waste management practices and use of recyclable materials to the extent possible and to the satisfaction of the City Engineer.
10. Improvement plans and specifications shall include an erosion and sediment control plan incorporating best management practices.
11. Geotechnical, soils and environmental assessment reports shall be provided. A letter from the geotechnical engineer shall be provided to the City Engineer stating that they have reviewed and approved the plans.

#### Sanitary Sewer Facilities

12. Sanitary sewer calculations shall be provided to the satisfaction of the City Engineer. Sanitary sewer main shall be private and shall be maintained by the homeowners. City standard manholes shall be provided where the lateral connects with the street main. Sewer lateral within the street shall be PVC having a minimum SDR thickness of 26. A standard City of Alameda cleanout shall be provided at upper end.

#### Storm Drain Facilities

13. Storm drain calculations shall be provided to the satisfaction of the City Engineer. The tentative map indicates connection to the existing storm drain line on Buena Vista Avenue. Calculations shall be provided that the existing storm drain line has adequate capacity to handle the proposed development. If there is insufficient capacity the developer shall upsize the existing pipe or install a new pipe connecting at Webster Street. Design for pipe size and capacity shall be based on a 10-year storm.
14. The storm drain lines and inlets within the subdivision shall be private and maintained by the property owners of the subdivision. The storm drain line within Buena Vista Avenue shall be a minimum of twelve (12) inches in diameter, PVC and shall have an SDR of at least 26 or lower depending upon the loading. All storm drain lines shall be placed in a straight line between structures, both horizontally and vertically. No curved storm drain lines will be allowed. The developer's engineer shall determine the location and depth of all existing utility and sewer house lateral crossings with the proposed Buena Vista Avenue storm drain line. Street trench pavement reconstruction shall extend to the outside edge of gutter. If the width of the storm drain construction trench does not extend to the outside edge of the existing gutter, the top two (2) inches of existing pavement between the trench wall and gutter shall be removed and repaved. Exact limits will be determined by the City Engineer.

15. Roof leader down spouts shall not be connected directly to the storm drain line but shall daylight in landscape or pavement areas. Catch basin inlets shall have filter cartridges for urban runoff control measures and shall be maintained under an operations and maintenance agreement.
16. The tentative map indicates an infiltration trench drain for urban runoff measures. This is located below the access driveway pavement. The engineer shall provide backup information on how this treatment measure would work if located below pavement and method of maintenance. The project is not required to conform with C3 Regional Water Quality Control certification as the project was approved prior to August 15, 2006, the date on which the acreage for C3 requirements were reduced from one acre to 10,000 square feet. However, the project should implement stormwater quality controls as appropriate.
17. All storm drain inlets shall have permanent markings labeled "No Dumping - Drains to Bay" to the satisfaction of the City Engineer.
18. The improvement plans shall include a sheet indicating urban runoff control measures during construction to the satisfaction of the City Engineer.

#### Utilities

19. The developer shall underground all utility lines and shall comply with the requirements and standards of the utility provider.
20. The subdivider has not shown a joint trench section for electrical and gas lines. The trench width and depth shall meet the standards of the utility companies and the City Engineer.

#### City Right of Way Improvements

21. Existing street pavement removed for construction of the proposed improvements and utilities and as noted in Condition #16 above shall be patched with a standard street patch conforming to the City's standard plan Drawing 2930, Case 22.
22. Existing sidewalk, driveways, curb and gutter shall be reconstructed throughout the property frontage. Limits shall extend to the nearest curb and gutter expansion joint beyond the tract boundary and nearest score mark for sidewalk as marked by the City Engineer. Limits shall be shown on the improvement plans.
23. Concrete driveway shall be six (6) inches in thickness and to the City standard plan for commercial driveways. Where slope of driveway does not

allow for 5' clear width of sidewalk at a 2% cross slope for ADA accessibility, the sidewalk shall extend as needed to provide a clear width of 5'. Should this width extend onto the private property, a public easement shall be provided on the final map, or by separate instrument, for the portion of the sidewalk that extends onto the property. If the easement is dedicated by separate instrument, the easement shall be prepared by a licensed land surveyor, at no cost for preparation and granting of the easement to the City.

24. The access driveway pavement sections shall be designed in accordance with the design procedure for Flexible Pavement as set forth in Section 608.4 of the State of California Highway Design Manual, except that such design shall not be less than the following minimum: a TI of 4 and shall be minimum 2-inches asphalt concrete on 8-inches aggregate base, or as per the geotechnical report to the satisfaction of the City Engineer.
25. All curbs, gutter, and sidewalks within the City right-of-way shall be installed in accordance with City of Alameda standard plan Drawing 6297, Case 24. Reinforcing bars should be installed in curbs where subsidence is predicted.
26. Sidewalk shall be reinforced around utility boxes per City of Alameda standard Plan Drawing 6080, Case 22.
27. Provide individual lot plot final grading plans showing building foundation foot print, lot boundary, offset dimensions of buildings to property lines, swales and drainage inlets, hi/low/spot/pad elevations necessary for final grading to the satisfaction of the City Engineer. Sheet size shall be 8½"x11".

#### Fees

28. The developer shall pay Community Development Fees (CDF) for each residential unit. The rate of the fee shall be according to the City's Master Fees Schedule and collected by the City of Alameda's Planning and Building Department.

#### **Public Works: Conditions Applicable During Construction**

29. Maintain traffic control and adjust accordingly as conditions warrant subject to approval of the City Engineer.
30. Limit construction activity to 7:00 a.m. and 7:00 p.m. per Alameda Municipal Code. Work requiring City Public Works construction inspection beyond 3:30 p.m. shall require payment of City inspector at time and one-half (1-1/2).

31. Maintain construction noise, dust control and site cleanup to City acceptable levels. Maintain urban runoff control measures. Sweep public streets daily or as necessary. Construction materials, equipment and personnel vehicles shall be stored on site and not on public streets.
32. Provide compaction-testing services for access driveway and right-of-way improvements. The subdivider shall require the geotechnical engineer to submit all testing, sampling and reports to the City Engineer.
33. Upon approval of the plans and specifications by the City Engineer any changes to the improvement plans necessitated during construction will require approval of the City Engineer through a change order submitted through the City's Permit Center by the owner's engineer.
34. A maintenance agreement subject to the approval of the City Engineer and Development Services Department shall be recorded prior to the first certificate of occupancy.

**Public Works: Conditions Applicable to Acceptance of Improvements**

35. All improvements damaged during the construction of the subdivision shall be repaired to the satisfaction of City Engineer. Any excessive wear of the finished street pavement surface due to construction equipment prior to acceptance of the improvements by the City Engineer shall be repaired by an approved slurry seal process to the satisfaction of the City Engineer.
36. All tract improvements shall be installed including landscaping and irrigation and shall be subject to final inspection and approval of the City Engineer and Planning & Building Director prior to acceptance of the improvements by the City Council and subsequent release of bond.
37. Developer shall have completed all permit conditions and obtained final permit signoffs.
38. As-builts of all improvement plans shall be prepared after construction to the satisfaction of the City Engineer and shall be provided in Mylar form.

**Public Works: Conditions Applicable to Final Closeout**

39. Upon acceptance of the improvements and release of bond by the City Council the Public Works Director shall file a 60-day Notice of Completion with the County of Alameda.

**Hold Harmless**

40. The City of Alameda requires as a condition of this approval that the applicant, or its successors in interest, defend, indemnify, and hold harmless the City of Alameda or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to attack, set aside, void, or annul, an approval of the City concerning the subject property. The City of Alameda shall notify the applicant of any claim, action or proceeding and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding, or the City fails to cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

#### **Acknowledgment of Conditions**

41. The applicant shall acknowledge in writing all conditions of approval and accept this permit subject to conditions, with full awareness of applicable provisions of the Alameda Municipal Code for this Tentative Parcel Map to be exercised.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 may be prosecuted more than ninety (90) days following the date of this decision plus extensions authorized by California Code of Civil Procedure Section 1094.6

NOTICE. The conditions of project approval set forth herein include certain fees and other exactions. Pursuant to Government Code Section 66020 (d) (1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and exactions. The applicant is hereby further notified that the 90 day appeal period in which the applicant may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If the applicant fails to file a protest within this 90 day period complying with all requirements of Section 66020, the applicant will be legally barred from later challenging such fees or exactions.

\* \* \* \* \*

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2007.

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Lara Weisiger, City Clerk  
City of Alameda

# CITY OF ALAMEDA

## Memorandum

DATE: January 16, 2007

TO: Honorable Mayor and  
Councilmembers

FROM: Debra Kurita  
City Manager

RE: Public Hearing to consider:

1. A proposal by Warmington Homes, California for General Plan Amendment (GP05-002), Rezoning (R05-004), Master Plan (MP5-001), Tentative Map (TM05-002), and adoption of a Mitigated Negative Declaration (IS05-0003) for a development of forty new detached single family residences, and related utilities, streets, open space and visitor parking.
2. An appeal of certain conditions of approval of the Final Development Plan and Design Review Approval (PD05-02).

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## **BACKGROUND**

The proposal includes construction of forty residential units on 3.5 acres at the foot of Grand Street adjacent to the Grand Marina and the Oakland/Alameda Estuary. The project site is located at the northwest corner of Grand Street and Fortmann Way at 2051-2099 Grand Street within the Business and Waterfront Improvement Redevelopment Project Area. Ten of the forty single family homes will be restricted for sale to very low, low, and moderate income households. The proposed Grand Marina Master Plan (on file in the City Clerk's office) covers 8.3 acres and includes the proposed residential units, the waterfront public open space, the Alaska Packers Building, and the landside portions of the Grand Marina. The Master Plan is designed to ensure that the residential development is compatible with the adjacent marina, maritime facilities, and public open space and that the project results in a successful mixed use waterfront development. The Master Plan includes expansion of, and improvements to, the existing waterfront open space areas. Four modular trailers used for yacht sales and marine electronic sales, seven small vacant warehouse buildings, and a portion of an existing surface parking lot currently occupy the portion of the site to be redeveloped.

Adjacent land uses to the south of Fortmann Way include the Pennzoil/Shell distribution facility, the City of Alameda Maintenance Service Center and Garage, the City Animal

Shelter, and the Marina Cove Waterfront Park. Adjacent land uses to the east across Grand Street include the Alameda Power and Telecom main offices and the public vehicle/trailer parking for the Grand Street public boat launch.

On October 23, 2006, after conducting a public hearing and reviewing all of the project materials and staff report, the Planning Board unanimously approved resolutions recommending that the City Council adopt the Draft Mitigated Negative Declaration and the proposed General Plan Amendment, Zoning Amendment, Master Plan and Tentative Map. The Planning Board also adopted a resolution approving the Final Development Plan and Design Review for the proposed project. A detailed description and analysis of the project is provided in the Planning Board staff report. (See Attachment 1.)

The Planning Board placed eight additional conditions on the Master Plan, Tentative Map and Final Development Plan resolutions. These new conditions have been added to the Master Plan, the Tentative Map and the Final Development Plan under a heading of "Planning Board Conditions".

The applicant is appealing four of the Planning Board conditions. City Council review and approval of the Master Plan and Tentative Map is required. Therefore, the Council may choose to remove, revise, or uphold conditions of approval on the Master Plan and Tentative Map. However, because the Planning Board's decision on the Final Development Plan does not require City Council review and approval, the applicant chose to appeal the Planning Board's decision on the Final Development Plan resolution to provide the City Council with the opportunity to modify the four conditions of concern on the Final Development Plan.

## **DISCUSSION**

The four conditions under appeal by Warmington Homes are provided below. After each condition, there is a short discussion of the issues raised by the condition and the basis for the applicant's appeal. Attachment 2 includes a letter from Warmington Homes, which further details the reasons for their appeal of these specific conditions.

**Planning Board Condition 1. (Concrete Path):** To provide a continuous waterfront promenade with consistent materials throughout the Northern Waterfront, the existing asphalt pedestrian path from Grand Street to the Alaska Packers building will be replaced with a concrete path to match the concrete path provided along the Marina Cove waterfront.

The Planning Board approved this condition unanimously. The Board imposed the condition to ensure that the waterfront path within the Grand Marina Master Plan area matches the recently completed waterfront path within the adjacent Marina Cove development. The Board stated that to the extent possible, the public waterfront path through the Northern Waterfront should be constructed of a consistent material and quality and that the Marina Cove concrete path was more attractive and appealing than

the existing Grand Marina asphalt path.

The applicant is appealing this condition primarily because of the expense of replacing approximately 800 feet of existing asphalt pedestrian pathway with a concrete pathway.

#### Analysis

The waterfront pathway along the Grand Marina waterfront is an important link in the City's plan for a continuous Northern Waterfront trail, a segment of the regional San Francisco Bay Trail, from Marina Village to the Fruitvale Bridge. Ultimately, this portion of the Bay Trail will contribute to a continuous pedestrian and bicycle trail along the Estuary from the Fruitvale Bridge to the western tip of Alameda Point. In some areas in Alameda, where direct waterfront access is not feasible or safe, the Bay Trail will be provided on existing City streets. By necessity, it is likely that the Northern Waterfront Bay Trail will include different materials depending on the conditions on each site. In some cases the trail will be concrete, in some cases it will be asphalt, and in some limited cases it may be another material. A variety of well-designed paving materials will enhance the overall look of the trail system. Although materials may change from site to site, the waterfront multi-use path must be adequately sized for pedestrians and bicyclists and transitions between the materials must be carefully considered and safely executed. Through existing conditions on the project, staff is already able to work with the applicant and BCDC to ensure that transitions between Marina Cove Park, the Alaska Packers Building, and the Grand Marina are carefully treated.

#### City Council Alternatives

Given these circumstances, the City Council has the following possible alternatives:

1. Uphold the condition of approval and require the applicant to replace the existing asphalt path with a concrete path to match the Marina Cove concrete path.
2. Amend the condition and direct staff to work with the applicant to design a multi-use pathway adequately sized for pedestrians and bicyclists to achieve an aesthetically pleasing and fully functional multi-use pathway, but not require that the existing asphalt path be replaced by concrete.
3. Remove the condition.

Staff recommends that Council amend the condition as described in alternative 2.

**Planning Board Condition 2. (Third Stories):** The final architectural submittal to the Planning and Building Director shall include revisions to the third story elements to ensure compatibility with the City of Alameda Residential Design Guidelines for third stories.

The Planning Board approved this condition unanimously to address their concerns about the design of the third story elements that are included on 30 of the homes. An existing condition of approval requires Planning and Building Director approval of a final architectural design submittal. Through this process the Planning and Building Director

can work with the applicant to modify the third story design to minimize the “pop up” appearance through design modifications.

The applicant is appealing this condition because they feel that the third story elements are well designed, that the City of Alameda Residential Design Guidelines do not apply to this project, and that to modify the design to comply with the Design Guidelines would result in an inferior design.

#### Analysis

As currently proposed, 30 of the 40 units would include a small (approximately 430 square foot) third story. The third stories are set well back from the front of the home and are an integral part of the building design. All of the three-story homes would be less than 32 feet in height.

The City of Alameda Residential Design Guidelines provides guidance for the review of proposals to add second-story additions to existing single-story historic bungalows. These guidelines were not intended to address the design of new three-story homes within a proposed Planned Development. However, these guidelines may be used as a general reference for the consideration of alternative designs or enhancements for the third-story elements.

#### City Council Alternatives

Given these circumstances, the City Council has the following possible alternatives:

1. Uphold the condition and direct staff to work with the applicant to redesign the third story to reflect the guidelines for second-story additions to bungalows.
2. Amend the condition and direct staff to work with the applicant to modify the design of the third story to reduce the appearance of a “pop-up” roofline.
3. Remove the condition.

Staff recommends alternative 2.

**Planning Board Condition #3 (Paseo Extension):** The site plan shall be modified to extend the paseo (public pedestrian path) from Grand Street to the northern most triangle park.

This condition was approved on a 4-2 vote of the Planning Board. The majority of the Planning Board voted for the condition because they felt that the paseo extension would improve the pedestrian orientation and design of the project. Two members of the Planning Board voted against the condition because staff informed the Planning Board that to implement the condition properly would require the loss of two units from the project. It should be noted that at the Planning Board meeting staff inaccurately informed the Planning Board that the reduction in units would also result in a reduction in the number of affordable units in the project. In fact, the City of Alameda Affordable Housing Guidelines require that projects with between 38 and 41 units in this area

provide ten affordable units. Therefore, reducing the project by two units requires the removal of two market rate units.

The applicant is appealing this condition because the condition would require the removal of two market rate units from the project. The applicant has informed staff that they cannot move forward with the project if the condition is not removed. However, the applicant has not provided any financial information to confirm the severity of the financial impact for staff or City Council review.

#### Analysis

The project currently includes a 20-foot wide paseo (pedestrian pathway) between Grand Street and the first alley parallel to Grand Street. Parcels 5 through 12 front onto the paseo.

Attachment 3 illustrates how a 10-foot wide paseo extension could be achieved without losing two units. As illustrated, the ten-foot paseo extension would be very narrow, bordered on both sides by side yard fences, which could pose a graffiti problem and potentially a safety concern by creating a narrow, secluded public space. Extending the paseo would also eliminate 670 square feet of public open space on the waterfront and require the relocation of 4 parking spaces closer to the water. In addition, the side yards on parcels 17 through 20 would be reduced in size to accommodate the 10-foot wide path resulting in a reduction in private open space for those units. Further, the encroachment into the waterfront open space would have to be approved by BCDC.

To effectively implement the condition, two units must be removed from the project. Removal of the units creates an opportunity to provide an adequately sized (16- to 20-foot) paseo extension through the project to match the 20-foot wide paseo between the homes without the loss of private or common open space at the waterfront. The approximately 160-foot long extension would provide a third east-west pedestrian path through the project approximately 160 feet from the waterfront path and the pathway along Fortmann. Given that adequate public access is provided through the project to the waterfront, the removal of two units would result in minimal design or pedestrian improvements.

#### City Council Alternatives

Given these circumstances, the City Council has the following possible alternatives:

1. Uphold the condition and accept the alternative site plan shown in Attachment 3 that maintains 40 units, provides a 10-foot wide paseo extension, and removes approximately 670 square feet of public open space and some private open space.
2. Amend the condition and require the applicant to reduce the number of units as necessary to provide an east-west paseo extension to match the width of the existing paseo, without any loss of public or private open space
3. Remove the condition.

Staff recommends alternative 3.

**Planning Board Condition 4. (Affordable Housing)** The distribution of the ten affordable units will be adjusted so that a minimum of two of the ten units shall be three story units.

This condition was approved on a vote of 5-1. The Planning Board imposed this condition to better integrate the affordable units into the project. The applicant is appealing this condition as it would require that two of the 30 three-story homes be designated as affordable units and, thereby, would result in two of the two-story homes being sold as market rate units. The applicant argues that this change would have a negative financial impact on the project. Further, they argue that the architectural design meets the intent of the guideline of having the inclusionary units blend with the market-rate units as the third story is set back from the rest of the house so that it is not apparent from the street.

Analysis

The proposed project includes 40 single-family units with 30 three-story and 10 two-story homes currently includes ten affordable units out of the total 40-unit development. The affordable units are all two-story single-family homes. The proposal provides ten affordable units, as required by the City's inclusionary housing ordinance. These units, which are all two-story single-family homes, are distributed throughout the development, but none are located directly facing the waterfront. All market-rate homes are single-family homes that include the small (430 square-foot) third story. Other than the difference in height and floor area, the affordable units are not distinguishable from the market-rate units. As shown in the plans (see elevations, pages A-6 and A-8) the exterior materials, colors, fenestration, and all other architectural details are similar. As the applicant is not required to provide any financial information on the project economics, staff is not in a position to evaluate the financial impacts of the proposed condition on the project's pro-forma.

City Council Alternatives

Given these circumstances, the City Council has the following possible alternatives:

1. Uphold and clarify the condition to require that 2 of the 30 three-story homes be made affordable and 2 of the 10 two-story homes be made available at market-rate.
2. Amend the condition to a) require 2 three-story units at below market rate, but not require that 2 two-story units be made market rate, and b) allow the Community Improvement Commission to modify the condition upon review of the Draft Affordable Housing Agreement and any project financial information made available by the applicant. (This would require a corresponding amendment to the Master Plan to clarify that the project may include up to 32 three-story homes and a minimum of 8 two-story homes).

(An existing condition of approval requires that the applicant and the Community Improvement Commission enter into an agreement for the provision of the

affordable homes on the site consistent with the Commission's affordable housing policies and guidelines. Alternative conditions 1 or 2, if upheld by the City Council, would be used in part to guide the preparation of that future agreement).

3. Remove the condition and approve the original distribution of the affordable units.

Staff recommends Alternative 2. However, it should be noted that the applicant contends that neither alternative 1 or 2 is financially feasible. Again, as the applicant is not required to, nor have they provided any financial information on the project economics, staff is not in a position to evaluate the financial impacts of the proposed condition on the project.

### **ENVIRONMENTAL REVIEW**

An Initial Study/Proposed Mitigated Negative Declaration (IS/MND) was prepared for the project pursuant to the California Environmental Quality Act (CEQA), and was circulated for public review on April 21, 2006. The IS/MND discusses potential environmental impacts resulting from the project, and includes mitigation measures that would reduce all of these impacts to a less than significant level. The project includes a mitigation monitoring and reporting program to ensure that all required mitigations are implemented within the required time frame to minimize or eliminate environmental impacts from the project.

### **BUDGET CONSIDERATION/FINANCIAL IMPACT**

The proposed project is a privately developed project with no financial assistance from the City or the Community Improvement Commission.

### **MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE**

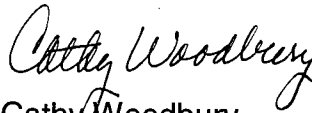
The proposed project is consistent with the proposed Northern Waterfront General Plan Amendment's recommendations for mixed use, waterfront development, and waterfront access improvements. The recommended General Plan and Zoning Amendments are described in detail in the attached Planning Board staff report.

### **RECOMMENDATION**

1. Approve the resolutions:
  - a. Adopting the Mitigated Negative Declaration
  - b. Approving the General Plan Amendments,
2. Approve the ordinances:
  - a. Approving the Rezoning
  - b. Approving the Master Plan
3. Approve the resolutions:

- a. Approving the Tentative Map
- b. Upholding the Planning Board's Conditional Approval of the Final Development Plan and Design Review as modified by the City Council.

Respectfully submitted,



Cathy Woodbury  
Planning and Building Director

By:



Andrew Thomas  
Planning Services Manager

**ATTACHMENTS:**

1. October 9, 2006 Planning Board Report (without attachments)
2. November 6, 2006 Letter from Warmington Homes
3. Alternative Site Plan with extended Paseo.
4. City of Alameda Affordable Housing Guidelines
5. Letter from Christopher Buckley

**On File in the City Clerk's Office:**  
Grand Marina Master Plan

**ALAMEDA PLANNING AND BUILDING DEPARTMENT  
STAFF REPORT**

**ITEM NO.:** **8-C**

**APPLICATION:** **GP05-0002/R05-0004/MP5-001/PD05-02/IS05-0003–  
Warmington Homes California (Developer) – 2051-2099  
Grand Street.** Proposed development of forty (40) new detached single family residences on approximately 3.51 acres, and related utilities, streets, open space and visitor parking. The 3.51 acre residential subdivision is part of a larger 8.36 acre area that would be covered by a new Master Plan encompassing the entirety of the Grand Marina facility. Development of the residential project involves the reconfiguration of the existing marina parking lot and improvements to the existing waterfront path and open space areas. The proposed project requires a General Plan Amendment, Rezoning, Master Plan, Development Plan and Design Review, Tentative Map approvals, and adoption of a Mitigated Negative Declaration. The site is located at the northwest corner of Grand Street and Fortman Way.

**GENERAL PLAN:** Commercial Recreation

**ZONING:** General Industrial (Manufacturing) District

**ENVIRONMENTAL  
DETERMINATION:** An Initial Study/Mitigated Negative Declaration (Initial Study Application No. 05-0003) was prepared for the Project, which found that all potential significant impacts associated with the Project could be reduced to a level of less than significant with the implementation of the mitigation measures contained within the document.

**STAFF PLANNER:** Andrew Thomas, Planning Services Manager

**RECOMMENDATION:** Recommend that the Planning Board:

1. Adopt a Resolution recommending that the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring Program;
2. Adopt a Resolution recommending that the City Council approve the General Plan Amendment;
3. Adopt a Resolution recommending that the City Council

- adopt an Ordinance approving the Rezoning;
4. Adopt a Resolution recommending that the City Council adopt an Ordinance approving Master Plan MP05-XX.
  5. Adopt a Resolution to approve Planned Development PD05-002.

**ACRONYMS:**

AMC - Alameda Municipal Code  
BCDC - San Francisco Bay Conservation and Development Commission  
BMPs - Best Management Practices  
CC&R - Codes Covenants and Restrictions  
CSLC - California State Lands Commission  
EBMUD - East Bay Municipal Utility District  
GPA - General Plan Amendment  
HOA - Homeowners Association  
IS/MND - Initial Study/Mitigated Negative Declaration  
M-2 - General Industrial (Manufacturing) District  
NWGPA - Northern Waterfront General Plan Amendment  
PB - City of Alameda Planning Board  
RWQCB - California Regional Water Quality Control Board

**ATTACHMENTS:**

1. Initial Study/Mitigated Negative Declaration
2. Proposed Grand Marina Master Plan;
3. Grand Marina Vesting Tentative Map
4. Draft Resolution recommending that the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring Program;
5. Draft Resolution recommending that the City Council approve the General Plan Amendment;
6. Draft Resolution recommending that the City Council adopt an Ordinance approving the Rezoning;
7. Draft Resolution recommending that the City Council adopt an Ordinance approving Master Plan;
8. Draft Resolution approving Planned Development;
9. Agency Comment Letters on the Initial Study/Mitigated Negative Declaration;

## I. PROPOSAL SUMMARY

The proposal includes construction of forty (40) residential units on 3.5 acres at the foot of Grand Street adjacent to the Grand Marina and the Oakland/Alameda Estuary. The proposed development includes reconfiguration of the existing Grand Marina parking lot and expansion and improvements to the existing waterfront open space and public path. Ten (10) of the forty single family homes will be restricted for sale to very low, low, and moderate income households. To ensure compatibility with the adjacent marina, maritime facilities, and public open space, the proposal includes a proposed Master Plan. The 8.3 acre Master Plan area includes the 3.5 acres for the residential units, the waterfront public open space, the Alaska Packers Building, and the landside portions of the Grand Marina. The residential portion of the site is currently occupied by parking, four modular trailers used for yacht sales and marine electronic sales, and seven small vacant warehouse buildings.

Adjacent land uses to the south of Fortman Way include the Pennzoil/Shell distribution facility; the City of Alameda Maintenance Service Center and Animal Shelter; and the Marina Cove Waterfront Park. Adjacent land uses to the east across Grand Street include the Alameda Power and Telecom main offices, and vehicle/trailer parking for the Grand Street public boat launch.

Implementation of the proposal will require a series of approvals and permits, including:

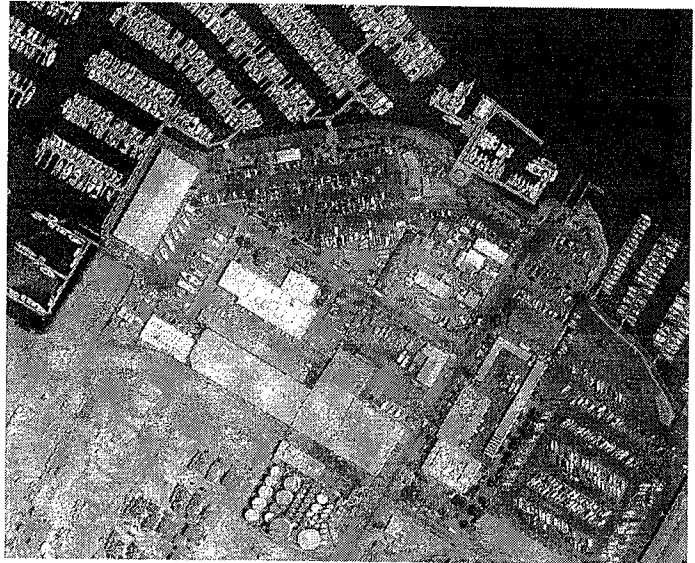
1. General Plan Amendment: A general plan amendment is required to allow waterfront mixed-use development that includes residential uses.
2. Zoning Amendment: A zoning map amendment is required to allow residential use on the site. The project proposes a rezoning from M-2 General Industrial (Manufacturing) to Mixed Use Planned Development District (MX). The MX zoning designation is designed for sites with multiple uses that need to be closely coordinated with shared facilities and open space.
3. Master Plan: A Master Plan is required for all mixed use projects within the MX zoning district. A Master Plan provides a mechanism to guide development of the mix of uses and govern issues related to shared easements, maintenance agreements, shared parking and other issues that need to be addressed in a mixed use development.
4. Development Plan and Design Review Approval: Development Plan and Design Review is required for projects within a Master Plan.
5. Subdivision: A tentative map is required to subdivide the property for residential land sales.
6. Certificate of Approval: Subsection 13-21-7 of the Alameda Municipal Code requires that any building constructed prior to 1942 shall not be demolished or removed without the approval of a certificate of approval issued by the Historical Advisory Board (HAB). Prior to the demolition activities, the applicant must obtain a Certificate of Approval from the City of Alameda Historical Advisory Board for each building on the site constructed before 1942.
7. BWIP Amendment: The Project site falls within the boundaries of the Business and Waterfront Improvement Project (BWIP) Plan Area. Approval of the proposed General

Plan Amendment requires a subsequent amendment to the BWIP Plan by the Community Improvement Commission (CIC) to ensure consistency between the General Plan and the BWIP Plan.

8. Affordable Housing Agreement: The CIC must also approve an affordable housing agreement between the applicant and the CIC to ensure provision and maintenance of the affordable housing on the site.
9. Bay Conservation and Development Commission: Encinal Marinas Limited, the owner of Grand Marina, has an existing BCDC permit (No. 5-83) for the marina that will need to be amended to account for improvements located within 100 feet of the shoreline. Areas within 100 feet of the shoreline band fall within BCDC jurisdiction, and include the waterfront path, portions of the marina parking lot, the Alaska Packer's Building and boatyard, and five of the homes (Lots 13 through 17). The applicant has been working closely with BCDC throughout the predevelopment process.
10. Public Art Ordinance: AMC Subsection 30-65, the Public Art Ordinance requires the applicant to devote an amount not less than one (1%) percent of building development costs or a max of one hundred fifty thousand (\$150,000) dollars for acquisition and installation of Public Art on the development site. Prior to the issuance of certificates of occupancy, the project will need to have a Public Art program approved by the City of Alameda Public Art Commission.

## II. BACKGROUND

The Grand Marina project is located within the Grand Marina facility, a 387-berth recreational marina located at the northern terminus of Grand Street. The marina facility includes a 240-space surface parking lot, a Harbor Master Building, seven older warehouse buildings, four modular office trailers housing yacht broker businesses and a marine electronics store, and the Marine Center, which consists of the 18,000 square foot Alaska Packer's Building and the adjacent 55,000 square foot outdoor boatyard. There is an existing waterfront public access path, which serves to connect the site to other areas along Alameda's northern waterfront.



Portions of the marina parking lot, Marine Center, and waterfront path, are located on land subject to the State Lands Commission. The City of Alameda serves as the local trustee for the State Lands Commission for these areas and leases the land to the marina operator. As the local trustee, the City is charged by state law to protect these existing and former tidal and submerged lands for particular uses of statewide public benefit. These uses

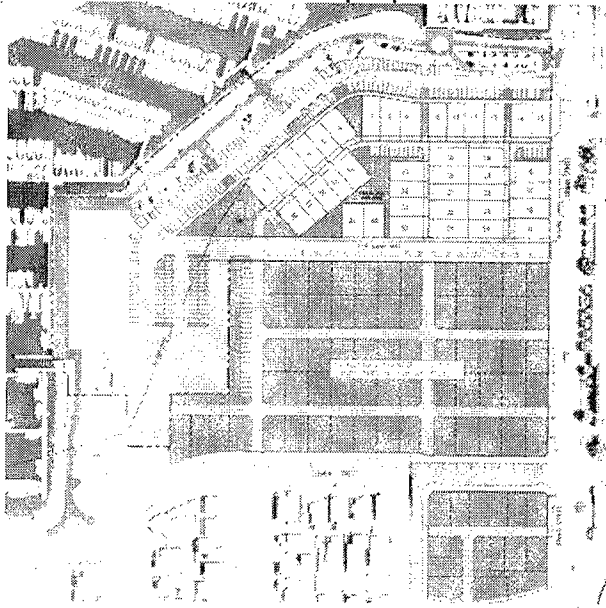
include public uses for commerce, navigation, fisheries, water-oriented recreation, habitat, and environmental study. Pursuant to State law, residential development is not permitted on Tidelands Trust land. The 3.5 acre residential portion of the Master Plan area is located entirely outside of Tidelands Trust portion of the 8.36 acre site.

Use Permit UP-88-15, approved in 1988, and BCDC Permit No. 5-83 currently govern the Grand Marina site. The 1988 Use Permit approved a phased development on the current Master Plan site. The permit authorized construction of the Grand Marina facility and parking lot and the existing public open space. The Use Permit also authorized a second phase of development that included a 60,000 square foot office complex and a 20,000 square foot commercial development on the portion of the site proposed for the residential development. The marina and public improvements were constructed, but the office and commercial phases of the 1988 Use Permit was never implemented.

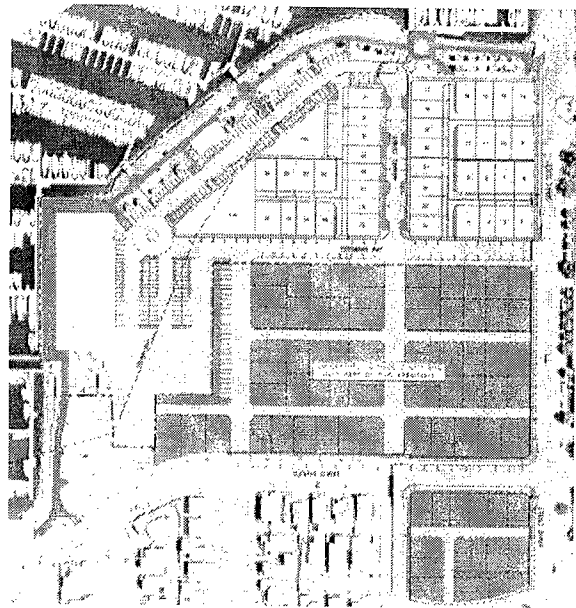
Grand Street and Fortman Way provide access to the project site. Grand Street is a public street that has one travel lane in each direction, runs north-south between the Oakland-Alameda Estuary and Shoreline Drive. Fortman Way is a dead end street that extends west from Grand Street to Alaska Packer Place and provides access to the Marine Center, Animal Shelter and City Corporation Yard. The southern side of Fortman Way is currently improved with curbs and sidewalks; the north side is unimproved.

### **Previous Planning Board Study Session**

On January 23, 2006, the Planning Board held a study session to review the preliminary plan for the site. A copy of the January site plan is shown below. Following the Study Session the applicant's architect, the Dahlin Group, completely redesigned the project to better reflect City of Alameda and BCDC planning objectives. The proposed redesign is shown below and in the proposed Master Plan.



**January 2006 Study Session Site Plan**



**Proposed Site Plan**

The Dahlin Group was able to successfully address several of the Planning Board's major concerns about the January proposal, including:

*Alameda Street Grid, Views, and Re-connecting Alameda to the Waterfront*

In January, the Board raised concerns that the proposed plan and circulation system did not provide good connections between the rest of Alameda and the waterfront. The January site plan blocked the rest of the city from the waterfront, which is contrary to City goals to reconnect Alameda to the water. Similarly, the Board also felt that the January site plan provided inadequate view corridors to the water.

As shown in the current plan, the Dahlin Group has successfully redesigned the site to allow for the extending of Hibbard Street from the Marina Cove development to the water. The alignment of Hibbard Street within the project provides a central organizing element for the entire plan, provides a clear public connection to the waterfront through the heart of the project, and helps to organize and direct the future development of the adjacent Pennzoil site. The redesign also provides a large, central view corridor to the water down the extension of Hibbard Street from Fortman Way, which will be further extended with the future extension of Hibbard to Clement Street and the Marina Cove development.

*Waterfront Public Access*

At the Study Session, several PB members voiced concerns that the park and open space areas provided within the planned development were too small and isolated and that they would not be beneficial to the general public. In response, the applicant has increased the amount of open space, and aggregated it into two larger adjacent parks (totaling 0.43 acres) at the western edge of the residential development, with unencumbered views to the water. In addition, the applicant's plans now include improvements to the existing open spaces including: replacing ground cover and landscaping (to match that proposed for the new parks); adding new benches and a barbeque/picnic area along the public path; adding benches and lighting along the walkway behind the Alaska Packer's Building; and adding additional signage that better identifies the location of the public access path and public restrooms on the site.

*Parking vs. Housing on the Waterfront*

In January, the Board questioned the logic of locating a large parking lot between the waterfront and the other uses on the site. The new plan reconfigures and consolidates the marina parking adjacent to the marina facilities. Adjacent to Grand Street, the former parking area provides space for an enhanced and expanded waterfront open space and allows some of the homes to face directly onto a portion of the public open space.

### **III. ANALYSIS**

#### **A. Proposed General Plan Amendment**

The site is currently designated Commercial Recreation in the General Plan. According to Section 2.2 of the Land Use Element of the General Plan, this designation covers marinas

on the Estuary, San Leandro Channel, and San Francisco Bay. To allow for residential development adjacent to the existing marina and Marine Center uses, the applicant has requested a General Plan amendment to change the General Plan designation of the site from Commercial Recreation to Specified Mixed Use Area (MU6- Northern Waterfront).

The purpose of the Specified Mixed Use designation is to facilitate mixed use development on unique sites. In 2003, the Northern Waterfront Advisory Committee recommended a comprehensive General Plan Amendment for this site and a number of adjacent properties known collectively as the "Northern Waterfront Study Area". The Draft Northern Waterfront General Plan Amendment (NWGPA) recommended by the Advisory Committee is designed to manage and direct redevelopment in the Northern Waterfront planning area. The NWGPA recommends a new General Plan Designation of Specified Mixed Use for the entire Northern Waterfront area, including the Grand Marina site, which is described as follows:

*MU-6 Northern Waterfront, Grand Street to Sherman Street:*

*This area of the Northern Waterfront provides an opportunity to create a lively waterfront, mixed-use district with residential, commercial, office, maritime, park, and open space uses that reflect traditional Alameda neighborhoods and reconnect Alameda to its waterfront.*

Because the NWGPA has not yet been adopted, this project is proposing that the MU-6 designation be applied to the project site as part of this proposal. Upon approval of the NWGPA, the Specified Mixed Use designation will be expanded to the rest of the Northern Waterfront area between Grand Street and Sherman Street, including the Encinal Terminals, Del Monte site, and the Pennzoil and City sites just south of the project site.

The Grand Marina proposal was designed to comply with the proposed Northern Waterfront General Plan Amendments. Specifically, the Draft NWGPA recommends that the development of the Grand Marina site:

*"Continue the Alameda street grid from the adjacent Marina Cove development to the Estuary and the extension of Clement Street.*

*"Provide adequate public open space, view corridors, and a clear public access to, and along, the Oakland/Alameda Estuary."*

*"Require that buildings adjacent to the shoreline be designed with attractive facades adjacent to the Oakland/Alameda Estuary as well as from inland areas."*

*"Redevelopment of the area should preserve and reuse the Alaska Packers building consistent with its Tidelands Trust designation."*

General Plan Amendment Conclusions: A Specified Mixed Use General Plan designation for the site will allow for continuation of the existing marina and maritime uses as well as

provide for the opportunity to introduce a mix of additional uses, including residential use on the site. The proposed Grand Marina General Plan Amendments is consistent with the NW GPA as recommended by the Northern Waterfront Advisory Committee.

## **B. Rezoning Proposal**

The Project site is currently zoned M-2, General Industrial (Manufacturing), which does not permit residential uses. To develop housing on this waterfront mixed use site requires that the zoning for the site be amended. The project proposes a rezoning from M-2 General Industrial (Manufacturing) to Mixed Use Planned Development District (MX). The attached resolution and exhibits identify the specific properties to be rezoned.

The purpose of the MX District is to encourage the development of a compatible mix of land uses, which may include residential, retail, recreational, water oriented or other related uses. The MX district requires preparation of a Master Plan to ensure that mixed use developments are carefully planned to provide a more pedestrian-oriented non-automotive environment; recreation areas that are accessible to both the MX district's inhabitants and other City residents; and environments that are conducive to living, working, shopping, entertainment and recreation.

Zoning Amendment Conclusions: The MX zoning district is consistent with the recommended Specified Mixed Use General Plan designation and will ensure that future development of the site is carefully planned through the Master Plan process in a manner that supports the existing maritime uses, enhances and improves the existing public open spaces, and supports shared use of common facilities, such as parking.

## **C. Proposed Master Plan**

In accordance with the MX Zoning Designation, a Master Plan is required for the site. As required by the MX zoning regulations, the Master Plan is designed to guide the development of the site in a manner that:

- Is consistent with a pedestrian-oriented, non-automotive, mixed-use environment that includes but is not limited to shared parking and public open space;
- Provides recreation areas and open space improvements that are accessible to both the MX district's inhabitants and other City residents; and
- Reconnects Alameda to the waterfront through good site planning and design.

Mixed Use Development Program: The Grand Marina Master Plan development program includes the following:

- Forty 40 detached single family residential units;
- An affordable housing program with ten units affordable to low, very low, and moderate income households;

- Addition of 0.43 acres of new public park space to be maintained by the homeowners association, in addition to the existing public open space areas;
- Improvements to the public access waterfront path and open space;
- The existing 387-berth marina facility;
- The existing Marine Center, which includes the Alaska Packer's Building and 34,848 square foot boatyard area;
- A reconfigured 190-space surface parking lot to be utilized by the Marine Center, marina, and BCDC public access patrons; and
- 12 guest parking spaces within the residential area.

Site Plan: The Master Plan includes site planning and design standards to ensure that future development of the site is consistent with General Plan goals and objectives. These guidelines and standards will guide the future approval of subdivision maps and design plans. The Grand Marina Site Plan, which is included in the Master Plan, illustrates how the site should be organized to meet city objectives including:

- Extending the Alameda Street grid,
- Respecting the Tidelands Trust lands (the Tidelands boundary is the diagonal line running through the parking area and along the northern edge of the residential area),
- Maximizing public open space for project residents and Alameda residents,
- Improving the open space and pedestrian access between the existing Marina Cove park and the Grand Marina waterfront,
- Reconfiguring the public parking areas to better serve the marina and marine center and minimize safety issues at the boat ramp, and
- Ensuring that the development provides a site-planning framework for future development in the area.

The Master Plan proposes a circulation system that includes extension of Hibbard Street, improvement of Fortman Street, and elimination of the existing vehicle access to the site at the foot of Grand Street adjacent to the boat ramp. The circulation plan also includes a series of alleys to provide access to garages and provide a secondary network of small streets that can also provide bicycle and pedestrian access to the waterfront. The 20 foot distance between units across the alleys is similar to that at the Rivermark planned residential development in Santa Clara, which City staff and several Planning Board members visited on March 24, 2006. Two east/west alleys will connect to Grand Street, but will be limited to emergency vehicle, bicycle, and pedestrian access via the use of rolled curbs and removable bollards.

The Master Plan includes a grass paver Emergency Vehicle Access (EVA) easement running north from Fortman Way through the 0.19 acre triangular park so as to facilitate Fire Department access to the alley between lots 33-36 and 37-40. This project will include sprinkler systems in all homes, including attics and garages.

Residential lots will range from 2,000 to 3,212 square feet, with an average residential lot

size of 2,460 feet. The development is consistent with Measure A, which requires a minimum one unit for every 2,000 square feet of land area. Each unit has a two-car garage.

Affordable Housing: The Master Plan includes a requirement for 10 units of below market rate housing, which would be dispersed throughout the residential development and be available to households with very low, low, and moderate incomes, per City and County standards. By providing 25% of the units as affordable below market rate units, the project would be the first project to meet the 25% requirement without City assistance. The Master Plan is consistent with the affordable housing guidelines adopted by the City of Alameda in 2004. The affordable units are dispersed throughout the development, and the style and quality of architecture and construction would be consistent with the project's market rate units, making them indistinguishable from each other. Interior features and finishes would be contemporary and of a quality consistent with new market rate housing.

Residential Architectural Design: As shown in the Master Plan, the residential units are two and three-stories with a maximum height of 31'6". The third stories are recessed to minimize the mass of the three story units.

The Master Plan requires a mix of three floor plans and three elevation styles. The three elevation styles - Craftsman, Shingle and Coastal - utilize a variety of textures & materials such as stucco, shingle, board and batten siding, wood eave corbels and wood box bays, and are reminiscent of homes built in the 1930's and 40's. The project architect has incorporated design features that are reflective of the character of historic Alameda neighborhoods, including porch elements and landscape strips.

Each home includes a private side yard. Reciprocal easements are utilized to double the usable side yard on one side of each home. Privacy between neighbors is achieved by limiting the amount of glazing on the side of each home overlooking the neighbor's usable side yard. Where windows do overlook the neighbor's usable side yard, beveled glass would be utilized, allowing light in while obscuring the view out.

Open Space Plan: The Master Plan includes an open space plan that includes public art, expanded and improved waterfront public access area, and numerous landscaping improvements, as detailed on the Landscape Site Plan (Sheets L.1 and L.2). Landscaping of the park and open space areas within the residential subdivision will be designed to match those improvements being made to the waterfront public access path.

At the western edge of the proposed residential subdivision, the applicant has provided approximately 0.43 acres of new park space in the form of two adjacent triangular-shaped parks. The parks will include substantial landscaping, including new Mexican Fan Palm Trees to match the existing palms along the waterfront path. The parks will also include benches, picnic tables, and bollard lights, as well as walkways that connect the two parks to each other and to the waterfront path via enhanced paving pathways across the parking

lot. These two new triangle park areas would be dedicated by the applicant as permanent public access to the City.

In addition to expansion of the existing public open space, the Master Plan for the site provides improvements to the existing open space, including:

- Replacing existing ground cover and landscaping to match that proposed for the new parks, although all existing fan palms will be maintained;
- Improving pedestrian paths and connections from the Marina Cove park, around the waterside of the Alaska Packers Building and across the parking areas to the triangle parks;
- Adding new benches and garbage cans along the path;
- Adding a barbeque/picnic area in the area north of the proposed extension of Hibbard Street;
- Adding benches and lighting along the walkway behind the Alaska Packer's Building;
- Adding public art in two locations: one just west of Grand Street, and another at the northern terminus of Hibbard Street, with both serving to attract pedestrian and bicycle traffic towards the waterfront; and
- Additional signage that better identifies the location of the public access path and public restrooms on the site and improves connections between the Alaska Packer's Building and existing Marina Cove Waterfront Park.

Parking Plan: The Master Plan proposes a reconfiguration and reduction of the marina parking area. The current parking area includes 240 spaces that are located along the length of the waterfront open space. As shown in the Master Plan, the parking area will be reduced to 190 spaces and will be reconfigured to improve pedestrian access to the waterfront and allow for an improved site plan.

Based upon a year long parking survey conducted between November 2004 and December 2005, the 190 spaces should be sufficient to accommodate the parking needs at the Marina. The parking survey found that the average weekday parking count was 94 spaces, while the average weekend parking count was 123 spaces. The peak weekend day was 197 spaces on October 8, 2005 (Fleet Week), while the peak weekday was 161 spaces (July 4<sup>th</sup> holiday).

The Master Plan proposes a 190-space parking lot for the marina, Marine Center, and BCDC public access users. Users of the Marina and open space will share all of the parking spaces, but to comply with BCDC requirements, ten of the spaces will be signed specifically for short-term use by visitors to the waterfront promenade. Visitors and marina users will also be able to use the additional 43 nearby on-street public parking spaces located along Grand Street and Fortman Way.

Each residential unit within the Master Plan will provide two (2) off-street parking spaces, and 12 guest parking spaces are provided within the residential area.

#### **D. Planned Development and Design Review**

The MX zoning and Master Plan requires Development Plan and Design Review approval for all projects within the Master Plan. The Planned Development permits more flexibility in the development standards for a project, but requires that all development on the site must be comprehensively planned, and that the entire project be approved by the Planning Board. In particular, the Planned Development combining district permits variation in lot size, lot width, building coverage, height, setbacks and parking requirements. Furthermore, specific standards need to be provided for each project within a Planned Development to guide the development of the property. The Planning Board is required to make the following findings prior to approval of the Planned Development: 1) that the Planned Development is consistent with the General Plan and the Master Plan, 2) that the proposal is a more effective use of the site than is possible under the regulations of the underlying MX zoning district and 3) that it complies with the density requirements of the Alameda Municipal Code.

Unlike the Catellus Master Plan and the recently approved 39 unit affordable housing project, the Grand Marina Development Plan and Design Review plans are being submitted with the Master Plan for Planning Board approval. Therefore the applicant is requesting that the Planning Board adopt two resolutions: one approving the Master Plan and one approving the development plan.

The Draft Resolution for the Planned Development sets out the development standards for this project. These standards would guide not only the initial construction of the project, but would also regulate later modifications, which current or future property owners may wish to undertake. Any addition or modification that would not comply with these standards would be subject to a Planned Development Amendment. See Attachment #1 (Draft Resolution) and Attachment #2 (project plans) for the recommended specific development standards. The Draft Resolution sets development standards for yard setbacks, building coverage, permitted encroachments, accessory structures, maximum height and number of stories based on the specific building designs established in Attachment #2 (project plans). It is recommended that any major modifications to the Resolution be reviewed and approved by the Planning Board through the Planned Development Amendment process, which would require a public hearing and notification of neighboring property owners.

#### **E. Tentative Map**

The residential project would consist of forty new residential units on individually subdivided lots, as well as several additional parcels containing park and open space and portions of Grand Street and Fortman Way. Tentative Map 005-02 has been reviewed by City staff and determined to meet the requirements contained in the City of Alameda Subdivision Ordinance and the California Subdivision Map Act.

A more detailed discussion of the Tentative Map and the conditions of approval will be

provided under separate cover with the proposed Map. A copy of the proposed map is provided within the Master Plan. (See sheet TM-01)

#### **IV. ENVIRONMENTAL REVIEW**

An Initial Study/Proposed Mitigated Negative Declaration (IS/MND) was prepared for the project pursuant to the California Environmental Quality Act (CEQA), and was circulated for public review on April 21, 2006. The IS/MND discusses potential environmental impacts resulting from the project, and includes mitigation measures that would reduce all of these impacts to a less than significant level.

During the 30 day public and state review period, four letters on the Draft IS/MND were received from public agencies. These four letters were from the California State Lands Commission (CSLC), East Bay Municipal Utility District (EBMUD), the California Regional Water Quality Board (RWQB), and the San Francisco Bay Conservation and Development Commission (BCDC).

##### California State Lands Commission

The CSLC requested that appropriate signage and patrolling is included within the portion of the marina parking lot subject to CSLC jurisdiction to ensure that residents or guests of the new subdivision do not park in the parking lot. Parking within the CSLC jurisdiction areas must be limited to users of trust amenities, which includes the marina, Marine Center, and public access path. Staff has included a condition of approval requiring that adequate signage be provided in the parking lot that indicates that the marina parking lot is for Marina uses.

##### East Bay Municipal Utility District

Beyond outlining the fees and processes required by EBMUD to provide service to the new development, EBMUD's letter focuses on the fact that it will not install piping or services in contaminated soil or groundwater. EBMUD also requested that the applicant confirm that there is available capacity within the subbasin flow allocation to meet the project's wastewater demands, and that a condition of approval be included that requires the project to comply with Landscape Water Conservation Guidelines adopted by the Alameda Board of Supervisors and Assembly Bill 325. Staff has accommodated this request within the project's Conditions of Approval.

##### California Regional Water Quality Board

Overall, the RWQB concluded that the discussion of the runoff should be expanded to discuss the post-construction requirements of Alameda County's National Pollutant Discharge Elimination System (NPDES) permit, and incorporate specific stormwater Best Management Practices (BMPs). The RWQB strongly encourages the use of landscape-based stormwater treatment measures, such as biofilters and vegetated swales, to manage runoff, while they discourage the use of inlet filter devices, which they have found to be ineffective and require high levels of maintenance. They suggest that project landscaping be designed to accommodate these features. Staff has accommodated this request within

the project's Conditions of Approval to address the RWQB's input and concerns.

San Francisco Bay Conservation and Development Commission

In its comment letter, BCDC outlined its jurisdiction over the project (which extends 100 feet inland from and parallel to the Bay), and detailed the Commission permits required for construction activities within its jurisdiction that the applicant will be required to obtain. In addition, BCDC acknowledges that it has been working closely with the applicant and City to amend the existing BCDC permit. Overall, its main concern is that the homes would be located too close to the existing public access areas required by the existing BCDC permit, and that it could make the public access areas feel private. It also requested clarification on how the City of Alameda will ensure that the parks and view corridors will be maintained for the lifetime of the development. Staff has included a condition of approval that states while the parks will be maintained by the HOA, they will be dedicated to the City of Alameda as public access.

The applicant has been working with BCDC since the receipt of this letter to outline specific improvement to the public access area, and address some of their concerns about the interaction between the public and private areas. BCDC has received updated landscaping and site plans for the project, and continues to provide input on the site design.

## **V. RECOMMENDATION**

Hold a public hearing, and adopt resolutions recommending that the City Council:

- Adopt Mitigated Negative Declaration IS05-0003 and Mitigation Monitoring Program;
- Approve General Plan Amendment GP05-002;
- Adopt an Ordinance approving Rezoning R5-0004;
- Approve Tentative Map TM05-0002;
- Adopt an Ordinance approving the Grand Marina Master Plan MP05-01, and
- Approve Planned Development and Design Review PD05-02 based on the findings and with the conditions contained in the draft resolutions.

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# WARMINGTON HOMES

## CALIFORNIA

November 6, 2006

Mayor Beverly Johnson and  
Council Members Tony Daysog, Doug deHaan,  
Marie Gilmore, and Frank Matarrese  
2263 Santa Clara Avenue  
Alameda, CA 94501

On October 23, 2006, the Planning Board held a public hearing on the Grand Marina Village project. Following is a description of supplemental conditions voted on separately by the Planning Board and our requested disposition of each of the conditions. The Planning Board conditions are repeated below, underlined, for clarity.

**Planning Board Condition #1 (Concrete Path):** To provide a continuous waterfront promenade with consistent materials throughout the Northern Waterfront, the existing asphalt pedestrian path from Grand Street to the Alaska Packers building will be replaced with a concrete path to match the concrete path provided along the Marina Cove waterfront.

We want to appeal this condition. We believe it is more consistent to keep the remaining asphalt path where it abuts the Alaska Packers building. The asphalt path is currently in good condition so replacement is unnecessary.

**Planning Board Condition #2 (Third Stories):** The final architectural submittal to the Planning and Building Director shall include revisions to the third story elements to ensure compatibility with the City of Alameda Residential Design Guidelines for third stories.

The City of Alameda Residential Design Guidelines doesn't apply to PD developments. These regulations pertain to infill lots. (See Section IV – New Construction, Paragraph 1, on page 49.)

The direction the Planning Board gave was to tuck the third floors under the roofs coming up from the second floor plates. Their suggested design had been considered and reviewed early in our design process, prior to receiving the actual comment from the Board. However, we determined then, as we do now, that the current design is better architecturally. We feel strongly that the current design of the “pop-up” third floors is better architecturally in this project for the following reasons:

**Attachment #2**  
**Agenda Item #5-A**  
**01-16-07**

A. The third floors would have to be located in the middle of the plan, from side to side, instead of over a rear corner. This would cause a gable from across the entire width of both plans (regardless of elevation style) instead of the combinations of the hips and gables we currently have designed, reducing the variety of roof types viewed from all four sides. The result would be to actually increase, not decrease, the "tunnel effect" between homes the Planning Board was concerned about.

B. The pitch of the second floor roofs would have to increase so the third floors could "tuck under" the roofs coming up from the second floor plate, resulting in a higher, wider ridge than currently designed.

C. Currently, if a neighbor's home is a plan 2 or 3, the homeowner's useable side yard looks up to 50% two-story wall and 50% three-story wall located on the back half of the neighbor's unit. If we implement the change the Planning Board suggests, the homeowner will be looking up at a large intrusive gable end that starts at two stories at the front and rear of each plan and sloped up to a ridge in the middle making a huge, uninterrupted gable end, taller in the middle than the wall faced under the current design.

**Planning Board Condition #3 (Paseo Extension):** The site plan shall be modified to extend the paseo (public pedestrian path) from Grand Street to the northern most triangle park.

We want to appeal this condition, and staff does not support this plan change. The requested change (1) does not add value to the plan as it reduces the park area we are adding to the BCDC Public Access areas; (2) does not create a view corridor but rather reduces views at the center of the BCDC park area and reduces the northwest viewscape looking down Hibbard Street; (3) creates a tunnel effect that would most likely create a policing issue for the homeowners; and (4) BCDC would not approve of the reduction in park space adjacent to the BCDC Public Access Trail and would not approve of the reduction in the viewscape down Hibbard. This would, therefore, require the project to lose units.

A drawing of the site with the requested change is included in the staff report. There are two main arguments against this paseo extension that are demonstrated by this drawing:

A. The extra paseo extension is unnecessary and creates no design benefit. The current plan already has fantastic pedestrian access. The resulting adverse impacts to the homeowners and general public are not worth the minor benefit of adding the narrow, 10-foot-wide paseo connection across Hibbard Street.

B. Losing units is extremely problematic. It will jeopardize the financial feasibility of the project. A 38-unit project must provide 10 affordable units. Therefore, the two units that are lost are Market Rate Units. The project will not be economically feasible with this change as 28 market units cannot carry 10 affordable units.

November 6, 2006

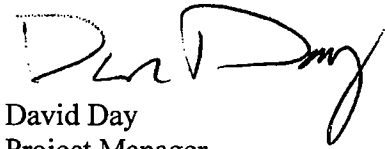
Page 3

**Planning Board Condition #4 (Affordable Housing): The distribution of the ten affordable units will be adjusted so that a minimum of two of the ten units shall be three-story units.**

We want to appeal this condition. Our current design meets the requirements for the reasonable distribution of BMR units within the project area. This request is beyond the requirements of the City Ordinance. Further to this, any pedestrian at street level would have a difficult time even noticing the third story on the market rate units since the third story is set back from the lower floors.

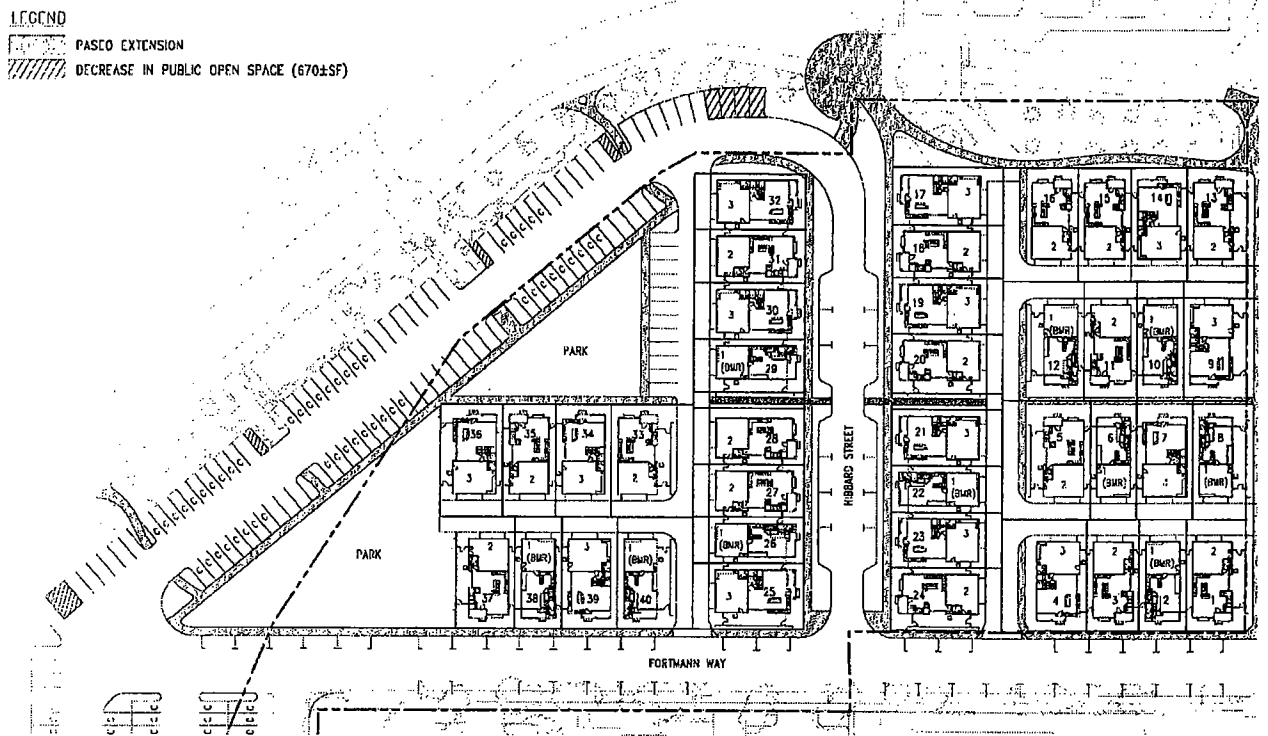
Sincerely,

Warmington Homes California

A handwritten signature in black ink, appearing to read "David Day", written over a horizontal line.

David Day  
Project Manager

### Attachment 3: Alternative Site Plan with Extended Paseo





## Affordable Housing Requirement For Residential Development In the City of Alameda

### What is the Affordable Housing Requirement in the City of Alameda?

The City of Alameda requires that at least 15 percent of all new residential units outside of redevelopment areas be made affordable to low and moderate income households. In redevelopment areas, at least 25 percent of all new residential units must be made affordable to low and moderate income households. These units are called "Inclusionary Units." Inclusionary Units must remain affordable for at least 59 years.

The City has further requirements about how many Inclusionary Units must be made affordable to very low, low and moderate income households. These requirements vary by area of the City. See the attached map or ask Planning staff to help you determine which requirement applies to your project. The attached chart outlines the very low, low and moderate income requirements by area.

### Is my project subject to this requirement?

Within redevelopment areas, projects that create three or more new units are subject to this requirement. Outside of redevelopment areas, projects that create five or more new units are subject to this requirement. Exemptions apply for the reconstruction of units that have been destroyed by fire, flood, earthquake or other act of nature, provided that the reconstruction takes place within three years of the date the units were destroyed.

### What is the process to meet this requirement?

As part of your project's initial Planning Application, you must submit an Affordable Housing Plan. Pending staff comments and revisions, the Plan will be sent to the Planning Board and/or Community Improvement Commission for consideration as part of the overall project approval. Please use the following worksheet as the first page of the Plan, and attach the narrative and site map as explained on the worksheet.

### Are there any alternatives to meet this requirement?

Inclusionary Units may be constructed off-site, if the Planning Board can make a finding that affordable housing purposes are better served through off-site construction. Inclusionary Units must be constructed and occupied concurrently with market rate units. Details about a proposed off-site project should be provided as part of the Affordable Housing Plan.

For developments of nine or fewer units, you have the option of paying a fee in lieu of providing the Inclusionary Units as part of the residential development. The current fee is available from the Planning and Building Department and is adjusted annually.

What are the guidelines to follow in developing my Affordable Housing Plan?

The following guidelines were adopted by the City of Alameda on June 1, 2004:

- Inclusionary Units shall be reasonably dispersed throughout the residential development unless concentration of units furthers some affordable housing purpose.
- Inclusionary Units shall be comparable in overall number of bedrooms, proportion of units in each bedroom category, quality of exterior appearance and overall quality of construction to market rate units in the same residential development.
- Inclusionary Units and associated lot improvements shall blend with the market rate units, so it is not readily apparent from the exterior which are the Inclusionary Units and which are market rate.
- The City encourages developers to offer market rate products that are equivalent to any inclusionary product.
- Interior features and finishes in Inclusionary Units shall be durable, of good quality and consistent with contemporary standards for new housing.
- The City encourages developers to make Inclusionary Units accessible to or adaptable for persons with physical limitations of all types.
- The City encourages developers to use a lottery to select buyers for the Inclusionary Units. If a different selection process is proposed, this process shall be described in the Affordable Housing Plan.

**It is the responsibility of the City of Alameda to ensure compliance with these Inclusionary Housing requirements. Please use the attached Affordable Housing Plan worksheet to develop your Plan, which you should submit to the Planning and Building Department with your Planning Application. If you have questions or need additional information, please call the Planning and Building Department at (510) 747-6850.**

*Dedicated to Excellence, Committed to Service*

G:\PLANNING\CC\REPORTS\2006\GRAND MARINA ATTACHMENT 3.DOC  
G: HOUSING\INCLUSIO\Requirement Handout05.pdf  
F: Housing\Citywide Inclusionary Housing  
F: Redevelopment Housing\25% Inclusionary

CHRISTOPHER BUCKLEY  
1017 SAN ANTONIO AVENUE  
ALAMEDA, CA 94501

November 6, 2006

Mayor and Councilmembers  
City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA. 94501

**Subject: Grand Marina Village Project—Building Designs**

Honorable Mayor and Councilmembers:

The designs of the proposed buildings are generally very attractive with the exception of the third floor “pop-ups” on the three story models, which the Planning Board has asked be revised so that the third floor is better integrated into the overall building mass. I understand that a revised version of the three story designs responding to the Planning Board comments will be submitted to the City Council.

To maintain the high design quality, I recommend that the following provisions be incorporated into the plans. (Note: The following comments are based on the design package considered by the Planning Board at its October 23, 2006 meeting and do not reflect any changes that might have been incorporated into the materials submitted to the City Council.)

1. Windows

- (a) Do not use horizontal sliding windows. Sheet A-8 has an illustration in the upper right corner that appears to show a horizontal sliding window. Horizontal sliding windows should not be used. This type of window is awkwardly asymmetrical (one side recessed further back than the other) and not consistent with traditional architecture being proposed nor with the project’s intended architectural quality.
- (b) Use muntins or grids that project at least 3/8” from the exterior surface of the glass. This is a provision in the City’s *Guide to Residential Design* that applies to “historic” buildings, such as those which the project is trying to emulate. The plan sheets, however, propose “Milgard Style Line Vinyl Windows”, which have grids sandwiched between the double glazing. Sandwiched grids lack adequate relief and are not consistent with the traditional architecture being proposed, nor with the design quality of the buildings.

Vinyl and vinyl clad windows are available from various manufacturers that have exterior rather than sandwiched grids. Exterior grids were used

on the Bayport project, some of which was built by Warmington Homes, the Grand Marina Village developer. The quality of design used at Bayport should set the standard for future "production" type housing in Alameda.

2. Incomplete architectural drawings. The plans that were submitted to the Planning Board were not complete. They were missing side elevations for House Plans 1A, 2A and 3B. These elevations should be included in the final Design Review submittal.
3. Architectural details. The final Design Review submittal should include the following architectural details to verify that the building designs will maintain the high quality implied by the conceptual submittals now being reviewed:
  - (a) Vertical and, where appropriate, horizontal section details (minimum scale: 1" = 1') through eaves, windows, doors, railings, columns, and moldings.
  - (b) Elevation details (minimum scale: 1" = 1') for railings, brackets and similar elements.
  - (c) Door and window schedules.
  - (d) Types of wall and roof surface materials to be used, including manufacturer and product name or number, where applicable.
4. Elevation treatments along Grand Street. Since Grand Street is a major Alameda thoroughfare, the Grand Street elevations of the proposed buildings should have fully developed architectural treatments. As proposed, side rather than front elevations will be facing Grand Street. It would be preferable for at least some front elevations to face Grand Street. At a minimum, the side elevations should be more fully developed than shown on the submitted plans.

If the City Council agrees with the above comments, please direct staff to incorporate the comments into the conditions of approval. I also request staff to notify me and other interested members of the public of the final Design Review submittal and to provide an opportunity to review and comment on that submittal.

Thank you for the opportunity to comment. Please contact me at (510) 523-0411 or [cbuckley@alamedanet.net](mailto:cbuckley@alamedanet.net) if you would like to discuss these comments.

Sincerely,

  
Christopher Buckley

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION AND MONITORING REPORTING PROGRAM FOR THE GRAND MARINA VILLAGE DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF GRAND STREET AND FORTMANN WAY (STATE CLEARINGHOUSE #2006-04-2145)

WHEREAS, an application was made on November 22, 2005 by Warmington Homes California requesting a Tentative Map (TM05-02), Initial Study (IS05-03), General Plan Amendment (GP05-02), Rezoning (R05-04), Major Design Review (DR05-0126), and Master Plan (MP05-01) for a proposed development consisting of 40 detached residential units plus two mini-park sites, associated streets and alleys, visitor parking, and open space at the northwest corner of Grand Street and Fortmann Way; and

WHEREAS, the project requires a General Plan Amendment, a Rezoning, a Master Plan, a Tentative Map, and Development Plan approval for improvement of the Project site; and

WHEREAS, a draft Mitigated Negative Declaration was prepared and circulated for public review in April 2006; and

WHEREAS, upon independent review and analysis, the Planning Board unanimously approved a resolution recommending that the City Council make the necessary findings for approval of the Mitigated Negative Declaration; and

WHEREAS, prior to approving this Resolution and acting on the required City approvals, the City Council has independently reviewed and analyzed the Mitigated Negative Declaration and considered the information contained therein and the written and oral comments received at the Public Hearings.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Alameda hereby adopts the following Findings of Fact Regarding Environmental Impacts and Mitigation Measures for the Grand Marina Project and the Mitigation and Monitoring Reporting Program (Exhibit A), which is attached hereto and incorporated herein by reference:

1. The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of California history because a) the site is an established industrial facility that is covered with a combination of pavement, concrete and structures; b) non biological, archaeological, or historic resources have been

Approved as to Form

  
City Attorney

identified on the site: c) the project does not result in any significant unavoidable adverse impacts; and d) implementation of specified mitigation measures will avoid or reduce the effects of the Project on undetected archaeological resources or the environment and thereby avoid any significant impacts.

2. The project does not involve impacts which are individually limited but cumulatively considerable, meaning that the incremental effects of the project are considerable when viewed in connection with the effects of past projects, the effects of other current projects and the effects of probable future projects, because the project will a) promote long-term goals of the General Plan for environmental enhancement and public shoreline access; b) not result in any significant unavoidable adverse impacts; and will c) incorporate mitigation measures to avoid significant adverse impacts on the environment in the context of continued growth and development along Alameda's northern waterfront. In particular, project would have a less-than-significant cumulative traffic impact on anticipated traffic congestion in western Alameda and at intersections in Oakland associated with the interconnection between the Webster-Posey Tubes and Interstate 880.
3. The project does not have any environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly because the project does not affect existing residential settlement and the proposed land use is consistent with and compatible with the surroundings because the project a) represents all intended changes to the site and is not part of a larger actions; and b) will incorporate both project-specific mitigation measures and participation of area-wide mitigation measures to avoid significant impacts within the context of continued growth and development in Alameda.
4. The applicant has agreed to incorporate the mitigation measures into the project as identified in the Initial Study and Mitigation Monitoring Program (Attachment A). The mitigations would either avoid adverse impacts or lessen the potentially significant environmental impacts to less than significant levels.

BE IT FURTHER RESOLVED that the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, as shown in Exhibit B to this resolution.

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GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
Aesthetics					
Mitigation Measure 3.1.1a: Include Lighting Standards that Minimize Light and Glare. The Project shall include lighting standards and designs to minimize light and glare caused by the residential development, most notably downcast lighting, feasibly limited night lighting, and the imposition of maximum building coverage of reflective materials.	Prior to Issuance of Building Permits	The Applicant	Review Final Plans	City Planning Division	
Air Quality					
Mitigation Measure 3.3.1a: Implement Site-Specific Dust Abatement Programs. The Project shall demonstrate compliance with all applicable regulations and operating procedures prior to issuance of demolition, building or grading permits, including standard dust control measures. The effective implementation of dust abatement programs, incorporating all of the following dust control measures, would reduce the temporary air quality impact associated with construction dust.  <ul style="list-style-type: none"><li>Watering should be used to control dust generation during the break-up of pavement.</li><li>Cover all trucks hauling demolition debris from the site.</li><li>Use dust-proof chutes to load debris into trucks whenever feasible.</li><li>Water all active construction areas at least twice daily.</li><li>Water or cover stockpiles of debris, soil, sand or other materials that can be blown by the wind.</li><li>Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.</li></ul>	Prior to Issuance of Demolition Permits and During Construction Activities	The Applicant	Issuance of Demolition Permit and Ongoing During Construction as Necessary in Response to Complaints	Public Works Department	

# GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<ul style="list-style-type: none"> <li>Sweep daily (preferably with water sweepers) all paved access road, parking areas and staging areas at construction sites.</li> <li>Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets.</li> </ul>					
<p><b>Mitigation Measure 3.3.1b: Implement Site-Specific Diesel Reduction Programs.</b> The Project shall demonstrate to the satisfaction of City of Alameda Planning and Building Department compliance with all applicable regulations and operating procedures prior to issuance of demolition, building or grading permits, and shall use its best efforts to adhere to the following diesel reduction efforts:</p> <ul style="list-style-type: none"> <li>Diesel powered equipment shall be maintained in good working condition, with manufacturer-recommended mufflers, filters, and other equipment.</li> <li>Diesel powered equipment shall not be left inactive and idling for more than ten minutes, and shall comply with applicable BAAQMD rules.</li> <li>Use alternative fueled construction equipment, if possible.</li> <li>Limit the hours of operation of heavy-duty equipment and/or the amount of equipment in use.</li> </ul>	Prior to Issuance of Demolition Permits and During Construction Activities	The Applicant	Issuance of Grading Permit and Ongoing During Construction as Necessary in Response to Complaints	Public Works Department	
<b>Cultural and Historic Resources</b>					
<p><b>Mitigation Measure 3.5.1: Historical Advisory Board Certificate of Approval.</b> Prior to the demolition of any structure on the Project site built prior to 1942, the applicant shall receive a Certificate of Approval from the City of Alameda Historical Advisory Board.</p>	Prior to Issuance of Demolition Permit	The Applicant	Issuance of Certificate of Approval	City Planning Division	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p><b>Mitigation Measure 3.5.2: Cultural Resource Protection Procedures.</b> The developer shall inform all personnel connected with the Project of the possibility of finding archaeological resources (e.g. human remains, artifacts, bedrock, bone or shell). If during construction such resources are encountered, all work would be halted with a 30-foot radius of the findings and a qualified archaeologist shall be retained to ascertain the nature of the discovery. Mitigation measures recommended by the archaeologist and approved by the City of Alameda would be implemented.</p> <p>Additionally, if human remains are found within the Project site, State law (CEQA Section 15064.5 and the Health and Safety Code Section 7050.5) requires the following steps to be taken:</p> <ul style="list-style-type: none"> <li>• There shall be no further excavation or disturbance of the site or any nearby areas reasonably suspected to overlie adjacent human remains until the County Coroner is contacted,</li> <li>• If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours,</li> <li>• The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent, and</li> <li>• The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods.</li> </ul>	Prior to and During Construction, as Needed	The Applicant	Stoppage of Work in Event of Discovery of Archaeological Resources	City Building Division	

# GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
Geology					
<p><b>Mitigation Measure 3.6.1a: Design Measures to reduce impact of strong seismic ground shaking.</b> While the potential impacts of strong seismic ground shaking cannot be eliminated in the Grand Marina project area, the following steps shall be implemented to reduce the impacts related to expected strong seismically-induced ground shaking.</p> <p>(1) All structures shall be designed and constructed in accordance with seismic provisions of the California Building Code (2001) and all adoptions, modifications and deletions of the California Building Code as made to the Alameda Building Code. The site is located in Seismic Zone 4, has a seismic zone factor Z of 0.4, with soil profile type S<sub>E</sub>. The Type A Hayward fault is located within 6 km of the site. Other factors should be determined in accordance with the California Building Code.</p> <p>(2) A design level Final Geotechnical Investigation shall be prepared for the site and recommendations of the Geotechnical Engineer shall be incorporated into the project design. The Geotechnical Engineer shall review the final construction plans and specifications for conformance with his recommendations. The Geotechnical Engineer shall observe the earthwork and foundation installation for the project.</p> <p>(3) A Structural Engineer shall design the project in accordance with seismic design provisions of the California Building Code and the City of Alameda Building Code.</p>	Prior to the Issuance of Building Permits	The Applicant	Review of Final Plans	Public Works Department and Building Division	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT - MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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(4) A Building Permit will be obtained from the City of Alameda and final building design shall include a review of the project by a Registered Civil Engineer as designated by the Building Department.					
<b>Mitigation Measure 3.6.1b: Earthquake Hazards Information Document.</b> Prior to marketing units for sale or lease, the developer shall prepare an earthquake hazards information document. This document shall be made available to any potential occupant prior to purchase or rental of the housing units. The document shall describe the potential for strong ground shaking and other potential effects of an earthquake at the site, potential effects of such shaking, and earthquake preparedness procedures. The document shall be reviewed and approved by the City of Alameda Planning and Building Department prior to release to the Public.	Prior to Issuance of Certificate of Occupancy	The Applicant	Completion and Approval of Document	City Planning Division	
<b>Mitigation Measure 3.6.2a: Ground Improvement to minimize the potential for Liquefaction.</b> Preliminary recommendations by Lowney Associates propose the use of mitigation measures such as Stone Columns or Soil Mixing to provide ground improvement to minimize the potential for soil liquefaction. The applicant shall provide a design level Geotechnical Investigation to provide the required information to develop a Ground Improvement Plan. The plan shall identify the location, horizontal and vertical extent of soil improvement, the specific type of ground improvement to be utilized, and performance criteria for evaluating the effectiveness of the ground improvement. The Ground Improvement Plan shall be implemented under the direction of a State of California licensed Geotechnical Engineer.	Prior to Issuance of Building Permits	The Applicant	Approval of Building Permit	Public Works Department and City Building Division	
<b>Mitigation Measure 3.6.2b: Site Plan and Grading Plan Review.</b> The Final Site Plan and Grading Plan shall be developed for the site and shall be reviewed by the Planning and Building Department. The Final Site Plan	Prior to Issuance of Grading Permits	The Applicant	Approval of Grading Permit	City Building Division	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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and Grading Plan shall also be reviewed and approved by the Project Geotechnical Engineer of Record. Recommendations of the Geotechnical Engineer, including provisions of the Ground Improvement Plan, shall be included in the Site Plan and Grading Plan as necessary to insure completion of the required ground improvement.					
<p><b>Mitigation Measure 3.6.3a: Erosion Control Plan.</b> A licensed Civil Engineer shall prepare an Erosion Control Plan. The plan shall incorporate Best Management Practices (BMPs) for erosion and sediment control including the use of silt fences, straw wattles, erosion control blankets, gravel entrance roads and other measures to control erosion and the movement of sediment. A temporary stormwater collection system shall be utilized.</p> <p>Public works staff or representatives shall visit the site during grading and construction to ensure compliance with the grading ordinance and plans, and note any violations, which shall be corrected immediately.</p>	Prior to Issuance of Grading Permits and During Grading and Construction Activities	The Applicant	Approval of Grading Permit and During Construction and Grading Activities	Public Works Department	
<p><b>Mitigation Measure 3.6.3b: Stormwater Pollution Prevention Plan (SWPPP).</b> In accordance with the Clean Water Act and the State Water Resources Control Board (SWRCB), the Applicant shall file a Stormwater Pollution Prevention Plan (SWPPP) prior to the start of construction. The SWPPP shall include specific best management practices to reduce soil erosion.</p>	Prior to Issuance of Grading Permit	The Applicant	Approval of Grading Permit	Public Works Department	
<p><b>Mitigation Measure 3.6.4a: Surcharging of site soils to reduce long-term consolidation settlement.</b> A Surcharge Plan shall be prepared by the Project Geotechnical Engineer and would be implemented at the site in order to reduce the magnitude of long-term consolidation settlement to acceptable levels. The Surcharge Plan would include identification of the thickness of the surcharge fill to be placed on the site, the locations and number of wick drains to be installed, a plan for disposal of the groundwater removed during the surcharge including permitting</p>	Prior to Issuance of Building Permits	The Applicant	Approval of Building Permit	Public Works Department	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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requirements with the Regional Water Quality Control Board and other agencies, and performance standards for evaluating the effectiveness of the surcharging on soil settlement.					
<b>Mitigation Measure 3.6.4b: Grading Plan and Permit Approval.</b> A Grading Plan shall be prepared for the site Surcharge Plan and submitted to the City for review. A Grading Permit shall be obtained from the City of Alameda Central Permit Office.	Prior to Issuance of Grading Permits	The Applicant	Approval of Grading Permit	City Building Division	
<b>Mitigation Measure 3.6.4c: Design Level Geotechnical Investigation and Foundation Design by Structural Engineer.</b> A design level Geotechnical Investigation shall be performed and would provide final foundation recommendations. Recommendations of the Geotechnical Engineer shall be incorporated into foundation structural design and a licensed Structural Engineer shall complete the structural design. Preliminary foundation recommendations by Lowney Associates indicate that Mat Foundations consisting of conventionally reinforced or post-tensioned mat concrete slabs bearing on compacted fill soil will be used. The final Geotechnical Investigation shall specify foundation types and soil bearing capacity. The Geotechnical Engineer shall review final structural plans for conformance with geotechnical recommendations.	Prior to Issuance of Building Permits	The Applicant	Review of Final Plans	Public Works Department	
<b>Mitigation Measure 3.6.5: Recomposition of upper two feet of existing fill soils and segregation of Bay Mud.</b> The top two feet of existing fill soils shall be excavated, moisture conditioned and replaced as engineered fill compacted to a minimum of 90 percent of the maximum dry density as recommended by Lowney Associates in the Preliminary Geotechnical Investigation. Bay Mud exposed or encountered during the grading work shall be segregated for disposal and is not suitable for use as engineered fill. Preliminary foundation recommendations by Lowney Associates indicate that Mat Foundations consisting of conventionally reinforced or post-tensioned mat concrete slabs bearing on compacted fill soil will be used.	Prior to Issuance of Building Permits	The Applicant	Review of Final Plans	Public Works Department	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

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Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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The final Geotechnical Investigation shall specify foundation types that are resistant to the affects of expansion and contraction of the soils to be used as engineered fill. The Geotechnical Engineer shall review final structural plans for conformance with geotechnical recommendations.					
<b>Hazards and Hazardous Material</b>					
<p><b>Mitigation Measure 3.7.1: Updated or New Enrollment of Marine Center in Hazardous Materials Business and Waste Plan Programs.</b> Prior to issuance of Building Permits, the Marine Center shall provide Hazardous Materials Business and Waste Plan Programs. Requirements of the plans shall include, but not be limited to the following:</p> <ol style="list-style-type: none"> <li>1) Exhaust system to control release of any potentially hazardous emissions or vapors from painting or related boat work.</li> <li>2) Separate disposal from residential facilities.</li> <li>3) Access restrictions or exclusion zones separating residential units from areas where hazardous materials or waste may be used or stored.</li> <li>4) Development and implementation of an inspection schedule in conformance with Alameda Fire Department Requirements.</li> </ol>	Prior to Issuance of Building Permits	The Applicant	Approval of Building Permits	City Building Division	
<p><b>Mitigation Measure 3.7.2: Implementation of a Site Management Plan.</b> A Remediation Plan shall be prepared in accordance with recommendations of the environmental consultant and established procedures for safe remediation. Specific mitigation measures designed to protect human health and the environment will be provided in the plan. At</p>	Prior to Final Building Inspection	The Applicant	Approval of Site Management Plan	Public Works Department and City Building Division	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p>a minimum the plan shall include, but not be limited to the following:</p> <ol style="list-style-type: none"> <li>(1) Documentation of the extent of previous environmental investigation and remediation at the site, including closure reports for Underground Storage Tanks (UST's) and contaminant concentrations.</li> <li>(2) Requirements for site specific Health and Safety Plans (HASP) to be prepared by all contractors at the project site. This includes a HASP for all demolition, grading and excavation on the site, as well as for future subsurface maintenance work. The HASP shall include appropriate training, any required personal protective equipment, and monitoring of contaminants to determine exposure. The HASP would be reviewed and approved by a Certified Industrial Hygienist.</li> <li>(3) Description of protocols for the investigation and evaluation of previously unidentified hazardous materials that could be encountered during project development, including engineering controls that may be required to reduce exposure to construction workers and future users of the site.</li> <li>(4) Requirements for site-specific construction techniques that would minimize exposure to any subsurface contamination. This shall include treatment and disposal measures for any contaminated groundwater removed from excavations, trenches, and dewatering systems in accordance with local and Regional Water Quality Control Board guidelines.</li> <li>(5) Sampling and testing plan for excavated soils to determine suitability for reuse or acceptability for disposal at a state</li> </ol>					

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

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Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p>licensed landfill facility.</p> <p>(6) Restrictions limiting future excavation or development of the subsurface by residents and visitors to the proposed development, and prohibition of groundwater development.</p> <p>(7) The plan shall be reviewed and approved by the Alameda County Environmental Health Department (ACEH) or responsible jurisdiction prior to issuance of any demolition, grading and construction permits for the project.</p>					
<p><b>Mitigation Measure 3.7.3a: Business Closure.</b> Businesses registered in the Hazardous Materials Business Plan, Hazardous Waste Generator Plan, and other environmental hazard reduction programs shall submit closure or relocation plans and receive approval from the Alameda County Environmental Health Department prior to vacating the area proposed for redevelopment.</p>	Prior to Issuance of Demolition Permit	The Applicant	Issuance of Demolition Permit	City Building Division	
<p><b>Mitigation Measure 3.7.3b: Implement Demolition and Disposal Plan.</b> The applicant shall prepare and implement a Demolition and Disposal Plan as recommended by the environmental consultant. This plan shall be subject to review and approval by the City of Alameda Building Department and the Alameda County Environmental Health Department. This shall include procedures for safe demolition of site structures, removal of appliances and debris, as well as safe transportation from the site. The plan shall address both on-site Worker Protection and off-site Resident Protection from any chemical and physical hazards. Prior to whole-scale demolition, the site shall be screened for any peeling, chipping and friable lead-based paint and asbestos containing building materials.</p> <p>Specific mitigation measures would be addressed in the plan, which at a</p>	Prior to Issuance of Demolition Permit	The Applicant	Approval of Demolition and Disposal Plan; Issuance of Final Inspection Approval	City Building Division and ACEHD	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p>minimum shall require the following:</p> <ul style="list-style-type: none"> <li>(1) Removal of any lead based paint in accordance with Title 8, California Code of Regulations, Section 1532.1 (T8 CCR 1532.1). This includes training, supervision, and monitoring by Department of Health Services certified personnel. Workers that may be exposed above the Action Level must have blood lead levels tested prior to commencement of lead work. Workers terminated from the project should have their blood lead levels tested within 24 hours of termination. A written exposure assessment must be prepared for these workers in accordance with T8 CCR 1532.1,</li> <li>(2) Any amount of lead waste generated from painted building components must be characterized for proper disposal in accordance with Title 22, Section 66261.24.</li> <li>(3) Program of air monitoring for dust particulates and attached contaminants in accordance with Bay Area Air Quality Management District (BAAQMD) guidelines.</li> <li>(4) Approval of the plan in accordance with the City of Alameda Building Department requirements to obtain a demolition permit. This is expected to require the following. <ul style="list-style-type: none"> <li>❖ Plot plan showing location and dimensions of the structures to be removed;</li> <li>❖ Notification of demolition sent to the Bay Area Air Quality Management District and Permit granted (Requires asbestos survey);</li> </ul> </li> </ul>					

# GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
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<ul style="list-style-type: none"> <li>❖ Permit letter from PG&amp;E or applicable utility stating all gas and electric utilities have been removed and/or cleared; and</li> <li>❖ Permit letter from the applicable Sanitary District stating all sewer and water lines serving the property have been capped and project has obtained any required encroachment permits.</li> </ul>					
<b>Mitigation Measure 3.7.4a: Additional Soil Sampling for Residential and Open Space Portions of Site.</b> The applicant shall complete additional surface and subsurface soil sampling to determine if elevated levels of arsenic, other metals, or hydrocarbons are present in other portions of the site proposed for residential or open space development.	Prior to Issuance of Grading Permits	The Applicant	Final Inspection Approval	Public Works Department	
<b>Mitigation Measure 3.7.4b: Implementation of a Removal Action Workplan and Health and Safety Plan.</b> A Removal Action Workplan shall be developed under the oversight of the California Environmental Protection Agency (CalEPA) that includes provisions for safe removal, transportation, and disposal of contaminated soil in areas that exceed residential standards. A detailed Health and Safety Plan shall be prepared to address measures to protect workers and the community during remediation activities.	Prior to Issuance of Grading Permits	The Applicant	Issuance of Grading Permit	City Building Division	
<b>Noise</b>					
<b>Mitigation Measure 3.11.1: Construction Equipment Noise Controls.</b> To ensure that construction activities do not create excessive noise or vibration, the following mitigation measures are recommended: <ul style="list-style-type: none"> <li>❖ Designate a construction noise coordinator: The owner or contractor shall designate a person who would be available to respond to complaints from the neighbors and personnel and</li> </ul>	Prior to Commencement of Grading and Construction Activities	The Applicant	Issuance of Grading Permit; On-site Monitoring.	Public Works Department	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

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Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p>have the authority to remedy complaints.</p> <ul style="list-style-type: none"> <li>❖ Notify nearby residents and personnel of the construction schedule: The owner or contractor shall be responsible for providing a construction schedule, which identifies the type and duration of noisy activities.</li> <li>❖ Signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a day and evening contact number for the city in the event of problems.</li> <li>❖ Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible).</li> <li>❖ Stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be muffled and enclosed within temporary sheds, or insulated barriers or other measures shall be incorporated to the extent feasible.</li> </ul>					
Transportation and Traffic					
<p><b>Mitigation Measure 3.15.1:</b> The Project applicant shall pay a fair share contribution to the cost of signalizing four intersections: 1.) Clement and Atlantic, 2.) Clement and Entrance, 3.) Clement and Grand, and 4) Clement and Buena Vista. Prior to issuance of the first Building Permit, the applicant shall provide a study prepared by a professional traffic engineer forecasting the number of trips from the project at each of the impacted intersections and a recommended fair share contribution to the cost of each of the four signals. The study shall be subject to the review and approval of the Public Works Director. The applicant shall pay the fair share</p>	<p>Prior to Issuance of Building Permits</p>	<p>The Applicant</p>	<p>Applicant contribution of Fair Share</p>	<p>Public Works Department</p>	

GRAND MARINA MITIGATION MONITORING AND REPORTING PROGRAM

GRAND MARINA PROJECT MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
contribution prior to issuance of building permits.					

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

  
City Attorney

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

APPROVING GENERAL PLAN AMENDMENT (GPA-05-02) FOR GRAND MARINA VILLAGE TO AMEND THE GENERAL PLAN LAND USE DIAGRAM TO CHANGE THE DESIGNATION OF APPROXIMATELY 8.3 ACRES TO SPECIFIED MIXED USE AND AMEND SECTIONS 2.2, 2.3. AND 2.6 AND ASSOCIATED TABLES OF THE LAND USE ELEMENT TO REFLECT THE SPECIFIED MIXED USE DESIGNATION

WHEREAS, The Draft Northern Waterfront General Plan Amendment (NWGPA) was prepared by the Northern Waterfront Advisory Committee to outline a vision for the Northern Waterfront planning area; and

WHEREAS, the Draft NWGPA represents the "roadmap" for conversion of the Northern Waterfront planning area to a new and vibrant district with a variety of uses that are compatible with the waterfront location and adjacent neighborhoods; and

WHEREAS, the proposed General Plan Amendment for Grand Marina Village (GPA-05-02) is designed to implement the community's vision for the reuse of the Grand Marina site as articulated in the Draft NWGPA; and

WHEREAS, the proposed General Plan Amendment has been under review by the public, neighboring jurisdictions, and regional agencies since April 2006; and

WHEREAS, the proposed General Plan Amendment is required to enable residential development at the Grand Marina site, as called for in the Draft NWGPA, while maintaining the existing recreational marina, maritime commercial, and open space uses on the site; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.; "CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000 et seq.), the City prepared an Initial Study and Mitigated Negative Declaration evaluating the environmental impacts of the proposed General Plan Amendment for Grand Marina; and

WHEREAS, the Planning Board held a duly noticed public hearing on October 23, 2006 to consider the Proposed Mitigated Negative Declaration and proposed General Plan Amendment for Grand Marina; and

WHEREAS, on October 23, 2006 after careful consideration, the Planning Board unanimously approved a resolution recommending that the City Council adopt the proposed General Plan amendment; and

WHEREAS, the subject property is located within the Business and Waterfront Improvement Project (BWIP); and

WHEREAS, the City Council has made the following finding:

1. The City Council has been advised that subject to meeting City standards and requirements, the proposed General Plan Amendment would substantially conform to the adopted Community Improvement Plan (CIP) for the Business and Waterfront Improvement Project (BWIP), as proposed to be amended, and the General Plan policies incorporated by reference within the CIP; and

WHEREAS, the City Council has made the following findings relative to the General Plan Amendment:

1. The proposed General Plan text and diagram amendments are part of a comprehensive planning process that began in 2000 when the Northern Waterfront Advisory Committee began work on the Draft NWGPA.
2. The proposed General Plan Amendment is consistent with the policies and provisions of the remaining elements of the General Plan.
3. The land use classifications, guiding policies, and implementing policies included in the proposed General Plan amendment are appropriate for the City of Alameda and will contribute to an attainment of community goals for redevelopment of the Grand Marina site.
4. The adoption of the proposed General Plan Amendment will facilitate housing for a variety of income groups and development of public open space and recreational facilities for all members of the community.
5. The proposed General Plan text, and diagram amendments will have acceptable effects on the general welfare of the community because they will facilitate development of an underutilized site with a mixed use development that includes residential and related uses.
6. The proposed General Plan text and diagram amendments are necessary to enable the appropriate development and maintenance of property in the City because they will facilitate development of a currently underutilized site.

7. The proposed General Plan text, and diagram amendments are in the public interest, as they would redevelopment of the site with a more appropriate mix of uses consistent with the nearby development.
8. The Project will provide substantial public amenities, including public open space and affordable housing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alameda hereby approves General Plan Amendment (GPA-05-02) as shown in Exhibit A and Exhibit B to this resolution.

\* \* \* \* \*

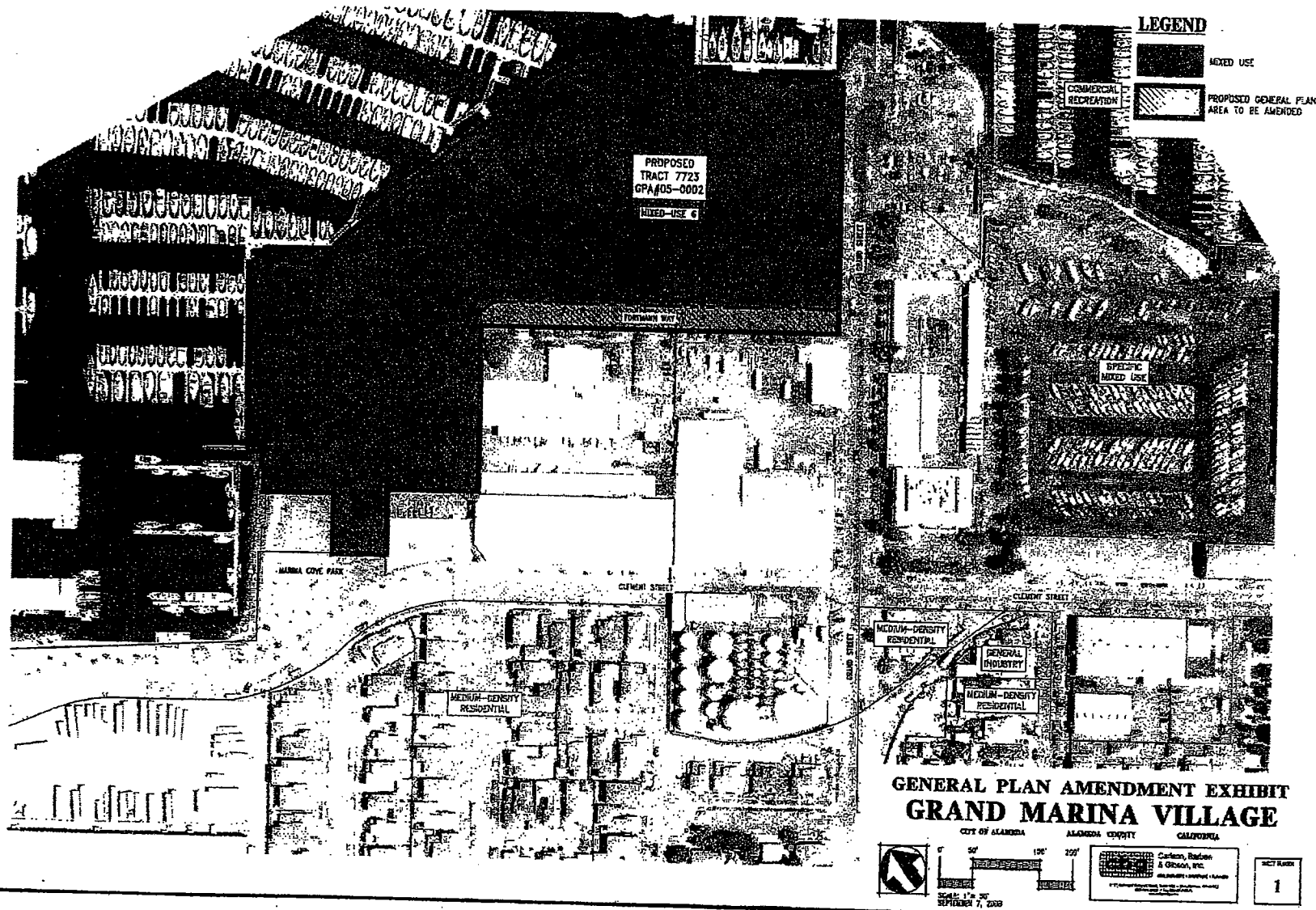


Exhibit B:

Section 2.2 of Land Use Element. Revised specified Mixed Use section to change the number of Specified Mixed Use areas from "Eight" to "Nine" and add "MU-6: Northern Waterfront Grand Marina" to list of Specified Mixed Use Districts.

Section 2.3 of Land Use Element. Amend Table 2-1 to include:

"MU-6 Grand Marina Specified Mixed Use Area: Residential, Office, Commercial: 40 residential units, 50,000 Maritime Commercial and Industrial, and 400 berths."

Section 2.3 of Land Use Element. Amend Table 2-3 "Summary of Assumed Development Increment Table: Residential Properties 1990-2010" to maintain consistency with Table 2-1.

Section 2.3 of Land Use Element. Amend Table 2-5 "Summary of Assumed Development Increment Table" to maintain consistency with Table 2-1.

Section 2.6 Specified Mixed Use Areas of the Land Use Element. Add description of MU-6:

**MU-6 Northern Waterfront Grand Marina**

This area of the Northern Waterfront provides an opportunity to create a lively waterfront, mixed-use district with residential, commercial, office, maritime, park, and open space uses that reflect traditional Alameda neighborhoods and reconnect Alameda to its waterfront.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

Approved as to Form

  
City Attorney

CITY OF ALAMEDA ORDINANCE No. \_\_\_\_\_  
New Series

RECLASSIFYING AND REZONING PROPERTY LOCATED  
ADJACENT TO THE OAKLAND ESTUARY AND GRAND STREET  
FROM M-2, GENERAL INDUSTRIAL (MANUFACTURING)  
DISTRICT TO MX, MIXED USE PLANNED DEVELOPMENT  
DISTRICT (MX)

BE IT ORDAINED by the City Council of the City of Alameda  
that:

Section 1. Section 11-116 of Ordinance No. 1277, N.S. is hereby amended  
by reclassifying approximately 8.36 acres from M-2, General Industrial (Manufacturing)  
District to MX, Mixed Use Planned Development, being all the real property situated  
within the City of Alameda, County of Alameda, State of California, located generally  
south and east of the Oakland-Alameda Estuary, west of Grand Street and north of  
Fortmann Way and Marina Cove Park, as shown on Exhibit "A".

Section 2. The above amendment shall be known as and reference to as  
Reclassification and Rezoning Amendment No.201 to Ordinance No. 1277, N.S.

Section 3. This Ordinance shall be in full force and effect from and after the  
expiration of thirty (30) days from the date of its final passage subject to the signature of  
the development Agreement.

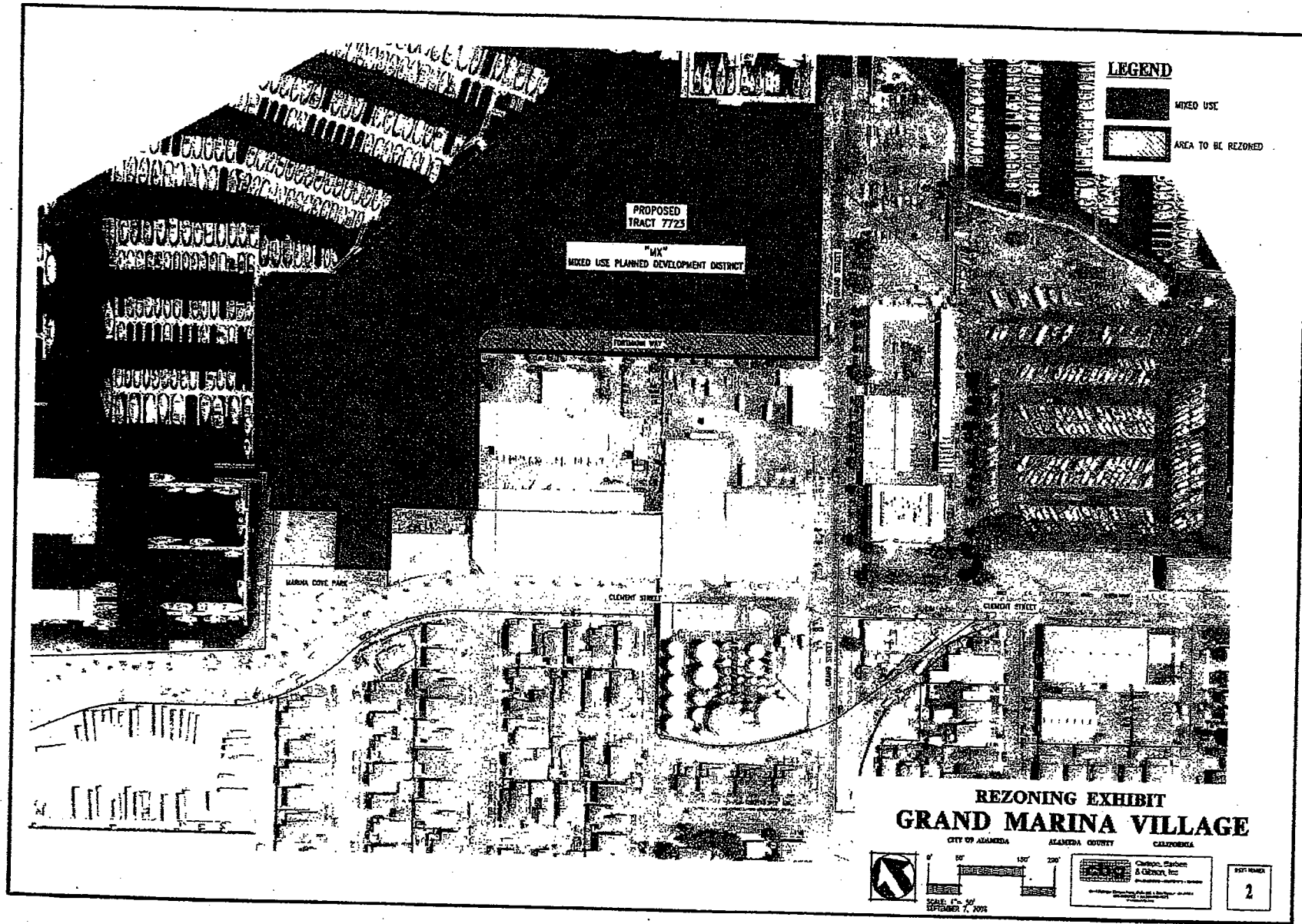
\_\_\_\_\_  
Presiding Officer of the Council

Attest:

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

\* \* \* \* \*

Exhibit A:



I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

CITY OF ALAMEDA ORDINANCE No. \_\_\_\_\_  
New Series

Approved as to Form

  
City Attorney

APPROVING MASTER PLAN MP05-01 FOR A MIXED USE DEVELOPMENT INCLUDING SINGLE-FAMILY RESIDENTIAL, RECREATIONAL MARINA, MARITIME COMMERCIAL, AND OPEN SPACE USES, LOCATED WITHIN A PROJECT AREA ENCOMPASSING APPROXIMATELY 8.36 ACRES OF LAND AND WATER AT THE INTERSECTION OF GRAND STREET AND THE OAKLAND ESTUARY

BE IT ORDAINED by the City Council of the City of Alameda that:

Section 1. In accordance with Subsection 30-4.20 of the Alameda Municipal Code, Master Plan MP05-01, as amended by the conditions in Exhibit "A" is hereby adopted for all the real property within the 8.36 acre site situated within the City of Alameda, County of Alameda, State of California, located generally south of the Oakland-Alameda Estuary, west of Grand Street and north of Fortmann Way and Marina Cove Park.

Section 2. The above Master Plan MP-05-01 shall be known as and referenced to as Grand Marina Project Master Plan dated July 17, 2006, as amended.

Section 3. This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage subject to the signature of the development Agreement.

\_\_\_\_\_  
Presiding Officer of the Council

Attest:

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

\* \* \* \* \*

## GRAND MARINA MASTER PLAN CONDITIONS

### EFFECTIVE DATE

1. The Master Plan approval shall not be in force and effect unless and until the City Council approves the Mitigated Negative Declaration, the General Plan Amendment (GP 05-02), and the Zoning Map amendments (R05-04), and they are in effect.

### APPROVED PLANS

2. The Project shall be constructed in substantial compliance with the document titled Grand Marina Project Master Plan, prepared by Warmington Homes California, dated September 15, 2006 on file in the office of the City of Alameda Planning and Building Department, except as modified by the Master Plan conditions approved herein.

### VESTING

3. These conditions run with the land and shall apply to the life of the Project, except as satisfied pursuant to their express terms.

### DEVELOPMENT REGULATIONS

4. All regulations of the Alameda Municipal Code shall apply to MP 05-01, except where express provisions have otherwise been made in this Master Plan approval.
5. The applicant shall submit applications and plans for a subdivision map for consideration and approval by the City in accordance with City Standards prior to issuance of any building permit.
6. The applicant shall submit applications and plans for a Development Plan for each building phase of the Project for consideration and approval by the City. Such Development Plans require Planning Board action and shall be reviewed by the Planning Director to ensure that subsequent phases are designed to substantially conform with the Master Plan approval and the conditions of this Master Plan and otherwise meet the requirements of Sections 30-4.20, 30-35 and 30-36 of the Zoning Ordinance, except as otherwise provided in the applicable Development Agreement. The Development Plan process shall provide for review of detailed site plans, building and landscape treatments as well as compliance with the Master Plan conditions of approval and the Mitigation Monitoring and Reporting Plan (MMRP), as applicable. The Development Plan shall approve the overall concept for site layout, building design and landscaping. Each building site or combination of sites shall be subject to Design Review. The Design Review process provides for review of architectural design and building facades, building materials, colors, etc.
7. Specific infrastructure improvements and construction conditions shall be established through either a Development Plan or a Tentative Map for each development phase in accordance with City standards or other agencies responsible for the provision of

infrastructure. All water, gas, electrical and telephone lines shall be installed in accordance with the requirements of the Alameda Power and Telecom and other utility companies and to the satisfaction of the City Engineer, in accordance with the applicable Development Agreement. All utilities during the construction of each development phase shall be underground, to the extent feasible, unless trunk lines are allowed to remain above ground by the City Engineer. Poles and lights, and utility boxes shall not block pedestrian access. Whenever possible utility boxes shall be screened from view with landscaping. When the Development Plans are finalized, the applicant shall contact the East Bay Municipal Utility District New Business Office and request a water service estimate to determine costs and conditions of providing water service to the Project and shall follow the East Bay Municipal Utility Requirements.

8. Building design shall be subject to Design Review, requiring approval of Major Design Review DR05-0126 as part of the project. The Design Review process shall provide for review of architectural design and building facades, building materials, colors, etc.

#### **FIRE SAFETY REQUIREMENTS**

9. The applicant and all contractors shall adhere to the standard conditions required by Alameda Fire Department, as part of individual Development Plans.
10. The applicant shall provide a "grass paver" emergency vehicle access (EVA) easement running north from Fortmann Way through the 0.19 acre triangular park so as to facilitate Fire Department access to the alley between lots 33-36 and 37-40. The EVA shall include a 28' inside turning radius.
11. The applicant shall post "No Parking" signs in all alleys within the residential subdivision.
12. The applicant shall provide sprinklers in all living spaces, attics, and garages of the residential units.

#### **SCHOOLS**

13. The applicant shall pay a per-square-foot impact fee for residential development to the Alameda Unified School District prior to issuance of individual building permits.

#### **PUBLIC ART**

14. The applicant shall comply with AMC Subsection 30-65, the Public Art Ordinance.

#### **PROJECT AREA REQUIREMENTS.**

15. The applicant shall provide at least twenty-five (25) percent of the total number of housing units for affordable housing, consistent with the inclusionary requirements of the Business and Waterfront Improvement Project Area, and shall enter into an affordable housing agreement with the City of Alameda Community Improvement Commission (CIC).

16. Prior to issuance of building permits, the applicant and the Community Improvement Commission shall enter into an agreement providing for:

- a. Provision of Affordable Housing within the project consistent with CIC Resolution No. 04-127 establishing inclusionary housing policy for the Business and Waterfront and West End Community Improvement Projects.
- b. Amendment to the Business and Waterfront and West End Community Improvement Plan to allow mixed use development.
- c. Payment of a fair share contribution to traffic signals required for Northern Waterfront build out, as required by the MMRP.
- d. Establishment of a Northern Waterfront Transportation Demand Management program funding strategy for the provision of water-based or land based shuttle services to Oakland from the Northern Waterfront area. The TDM funding plan shall be designed to cover all properties within the Northern Waterfront area, including the Grand Marina site, the Del Monte site, the Encinal Terminal site, the Pennzoil site, and the City's corporation yard and animal shelter sites.

#### REGIONAL PERMITS

17. The applicant (or City, as appropriate) shall obtain all required regional permits including but not limited to permits from the Bay Conservation and Development Commission, the U.S. Army Corps of Engineers, Site Management Plan as approved by the Alameda County Health Department, and the Bay Area Air Quality Control District, prior to conducting any construction activities over which such regional agency has permitting authority.
18. Prior to the issuance of a building permit for each building or construction phase within the residential area, including for site grading or foundation, the applicant (or City, as appropriate) shall submit a copy of the required Notice of Intent for that building or construction phase which was sent to the Regional Water Quality Control Board.

#### HOLD HARMLESS

19. The applicant, or its successors in interest, shall defend, indemnify, and hold harmless the City of Alameda or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to attack, set aside, void, or annul, an approval of the City concerning this project, which action is brought within the time period provide for in the Government Code. The City of Alameda shall promptly notify the applicant of any claim, action or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the subdivider shall not hereafter be responsible to defend, indemnify, or hold harmless the City.

## AMENDMENTS

20. Any amendments to this Master Plan shall be subject to the provisions established in the Master Plan. Major amendments to this Master Plan shall remain within the authority of the City Council.

## ACKNOWLEDGMENT OF CONDITIONS

21. Prior to the issuance of any building permit, the permittee shall acknowledge in writing all of the conditions of approval of the Master Plan and must accept this Master Plan subject to those conditions and with full awareness of the provisions of Chapter 30 of the Alameda Municipal Code in order for the Master Plan, as approved herein to be exercised.

## MASTER PLAN, TENTATIVE MAP AND MMRP COMPLIANCE

22. The Master Plan shall be in substantial compliance with the provisions of the Tentative Map City infrastructure design standards, as revised by the City Engineer; as well as the mitigations contained in the Mitigation and Monitoring Reporting Program, as amended, prepared for the Grand Marina Project.

## PLANNING BOARD CONDITIONS

23. The applicant will study the feasibility of exposing the underlying wood planks and provide a consistent cosmetically appealing walking and bicycling surface. If upon further study by the applicant, it is determined by the Planning and Building Director that exposing the existing wood planks is financially infeasible, unsafe, or contrary to water quality standards, the Planning Director may approve an asphalt resurfacing plan.
24. To provide a continuous waterfront promenade with consistent materials throughout the Northern Waterfront, the existing asphalt pedestrian path from Grand Street to the Alaska Packers building will be replaced with a concrete path to match the concrete path provided along the Marina Cove waterfront.
25. The applicant shall provide signage to direct traffic down Fortmann to the marina parking lot to discourage use of Hibbard by marina-bound traffic.
26. The Grand Street sidewalk shall be widened to 7 feet to facilitate pedestrian access to the waterfront.
27. The waterfront open space landscaping plan between Hibbard and Alaska Packers should be revised to include larger areas of turf for informal seating.
28. The final architectural submittal to the Planning and Building Director shall include revisions to the third story elements to ensure compatibility with the City of Alameda Residential Design Guidelines for third stories.
29. The site plan shall be modified to extend the paseo (public pedestrian path) from Grand Street to the northern most triangle park.

30. The distribution of the ten affordable units will be adjusted so that a minimum of two of the ten units shall be three story units.

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:


IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

APPROVING TENTATIVE MAP, TM05-0002, FOR PROPERTY LOCATED BETWEEN GRAND STREET, FORTMANN WAY, AND THE OAKLAND ESTUARY

Approved as to Form

  
City Attorney

WHEREAS, an application was made on November 22, 2005 by Warmington Homes California requesting a Tentative Map, TM05-002, for a proposed development consisting of 40 detached residential units plus two mini-park sites, associated streets and alleys, visitor parking, and open space on 4.72 acres at the northwest corner of Grand Street and Fortmann Way; and

WHEREAS, the potential environmental effects of the proposed subdivision have been evaluated and mitigations adopted to mitigate all potentially significant impacts of the subdivision on the environment; and

WHEREAS, the proposed subdivision as conditioned is consistent with the MX, Mixed Use Planned Development District and would implement the Master Plan project site; and

WHEREAS, the medium density residential development and accompanying open space and improvements included within the proposal are consistent with the Specified Mix Use General Plan designation and the requirements of the MX, Mixed Use Planned Development District; and

WHEREAS, on October 23, 2006, the Planning Board of the City of Alameda recommended that the City Council approve Tentative Map TM05-0002 with conditions; and

WHEREAS, the City Council has made the following finding:

1. The City Council has been advised that subject to meeting City standards and requirements, the proposed General Plan Amendment would substantially conform to the adopted Community Improvement Plans (CIP) for the Business and Waterfront Improvement Project (BWIP), as proposed to be amended, and the General Plan policies incorporated by reference within the CIPs; and

WHEREAS, the City Council held a public hearing on this application on November 14, 2006, and examined pertinent maps, drawings, and documents; and

Resolution #5-A(3)  
1-16-07

WHEREAS, the City Council made the following findings:

1. The design of the proposed subdivision is consistent with the General Plan and the Business and Waterfront Improvement Project of the Community Improvement Plan which specify medium density residential and public open space use for this site as part of a Specified Mixed Use designation.
2. The Tentative Map is in substantial conformance with the land uses, street sections, development regulations, parking standards, and park and open space guidelines established in the Master Plan.
3. The site is physically suitable for the proposed residential and open space project. All existing structures relating to the former use will be removed. The site will be graded to accommodate the proposal, and is located adjacent to existing infrastructure that has the capacity to accommodate the proposal.
4. The site is physically suitable for the proposed density of development. The residential density is consistent with the density range established by the General Plan and the Business and Waterfront Improvement Project of the Community Improvement Plan and less than the maximum density of one dwelling unit per 2,000 square feet of parcel area.
5. The design of the subdivision and proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. A Mitigated Negative Declaration has been prepared which evaluated the environmental impacts of the Project and the Master Plan, and which found that all potentially significant impacts could be mitigated to a less than significant level by implementing the mitigation measures established in the Mitigated Negative Declaration.
6. The design of the subdivision or improvement will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. The project would include public right-of-way that would enhance public access through the subject property, and all existing easements would be preserved or relocated.
7. The design of the subdivision or the type of improvements will not cause serious public health problems. The proposal is for residential and open space uses at the site.
8. The proposed and existing land uses are suitable in relationship to each other.
9. By complying with the Master Plan, the design of improvements on the land subject to the Tentative Map will be of high quality.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alameda hereby recommends that the City Council approve Tentative Map, TM-05-02, subject to the following conditions.

**GENERAL**

1. The Tentative Map shall not be in force and effect unless and until the following have been approved by the City Council and are in effect:
  - a) Grand Marina Mitigated Negative Declaration,
  - b) General Plan Amendment GPA 05-02;
  - c) Rezoning R05-04; and
  - d) Master Plan MP05-01.
2. All maps filed pursuant to this approval shall be in substantial compliance with the map titled, "Tentative Map Tract 7723, Grand Marina Village" prepared by CBG dated September 27, 2006, consisting of 3 pages, marked Exhibit A, and on file in the office of the Alameda City Planning and Building Department.
3. The Tentative Map shall comply with the Public Works Department general development standards contained in the Alameda Municipal Code, as well as those general standards described in this Resolution. Where the conditions do not specify, the applicable Alameda Municipal Code standards shall apply.
4. The applicant shall be responsible for maintaining and periodically filing a Mitigation Monitoring and Reporting Program to demonstrate compliance with all project mitigations.
5. The Applicant shall comply with the approved Project Master Plan, MP 05-01, as approved by City Council Resolution.
6. The Applicant shall pay for and construct all improvements to private land and implement any condition/mitigation applicable to private land.
7. The Applicant shall pay for street lighting installation along the west side of Grand Street frontage as necessary to conform with AP&T street illumination levels and any lighting on the east side of Grand Street if the lighting is staggered.

**TENTATIVE & FINAL MAPS**

8. The Final Map shall be in substantial compliance with the Tentative Map and shall incorporate Alameda Datum.

9. Prior to the recordation of the Final Map, all applicable conditions of approval of the approved Tentative Map, as revised or amended, and Development Plan pertaining to subdivision improvements, shall be satisfied.

### **HOLD HARMLESS**

10. In the event of any legal action instituted by a third party challenging the validity of any provision of this Tentative Map, the procedures leading to its adoption, or the issuance of Project Approvals (including the Subsequent Approvals) for the Project, Applicant and City each shall have the right, in its sole discretion, to elect whether or not to defend such action, to select its own counsel (and pay for such counsel at its own expense), and to control its participation and conduct in the litigation in all respects permitted by law. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Applicant shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Applicant and city shall each have sole discretion to terminate its defense at any time. City retains the option to select and employ independent defense counsel at its own expense. It, in the exercise of its sole discretion, Applicant agrees to pay for defense counsel for City, Applicant shall jointly participate in the selection of such counsel. Notwithstanding the provisions of California Government Code Section 66474.9, City shall not require, as a condition for a Tentative Map application or approval, or any other applications for Project approvals, that Applicant defend, indemnify or hold harmless the City from any claim, action or proceeding against the City to attack, set aside, void or annul a City approval concerning a subdivision.

### **MAINTENANCE**

11. Prior to approval of the Final Map by City Council, the Applicant shall establish a funding mechanism acceptable to the Public Works Director, such as a Homeowners Association, to provide on-going funding for the maintenance of all private streets and utilities, alleys and Alaska Packer Place, including but not limited to sewers, storm drainage, NPDES requirements, sidewalk, lighting, curb and gutter and landscaping; curb and gutter, sidewalk, lighting, and landscaping along the north side of Fortmann Way and the west side of Grand Street; all improvements in the common areas including but not limited to landscaping, lighting and walkways; all parking lots improvements; all BCDC required amenities along the shoreline; and the two new triangular parks. Site improvements and demolition may commence prior to the approval of the funding mechanism.

## **SOILS REPORT**

12. Prior to submission of the Final Map, the Applicant shall submit site specific geotechnical soil and foundation studies, reports, and recommendations from a licensed geotechnical engineer addressing the underlying soils, future subsidence, consolidation, liquefaction, seismic safety, water table, marsh crust, salt water backflow, bank stabilization and erosion protection throughout the tract and perimeter lands, and foundations of structures. The improvement plans shall incorporate the recommendations of the geotechnical engineer and the engineer will be required to review and approve the plans to verify that all appropriate recommendations have been included in the plans. The reports shall be filed with the City Engineer, in conjunction with the Improvement Plans. The Applicant shall submit supplemental soils reports, as necessary, to clarify localized soil conditions and requirements for each phase of construction. The soils engineer will review and certify that all field work including, but not limited to, excavation, shoring and trenching meet the approved plans.

Prior to submission of the Final Map, the Applicant shall submit site assessment reports for hazardous materials, site soils and, if required by a third party regulatory agency, site ground water. The reports shall be prepared by a licensed professional in the applicable field of the analysis. The improvements plans shall incorporate the recommendations of the licensed professional and the professional will be required to review and approve the plans to verify that all appropriate recommendations have been included in the plans. In addition, the licensed professional shall review and certify that all field work meet the approved plans.

## **IMPROVEMENT PLANS**

13. Prior to the approval of the Final Map by City Council the Applicant shall submit engineered Improvement Plans including, but not limited to, the proposed streets, curbs, gutters, lighting, parking, BCDC amenities, signing and striping, erosion control measures, traffic control devices and improvements, driveway approach at the entrance to Alaska Packer Place, soil improvements, surface drainage, utilities, retaining walls and other structures, sanitary sewers and storm drains, common area landscaping and irrigation and other subdivision improvements consistent with the requirements and to the satisfaction of the City Engineer and the Planning and Building Director.

## **GRADING/DRAINAGE**

14. Prior to the approval of the Final Map by City Council a detailed grading plan with appropriate erosion control measures shall be required for the

subdivision. The grading plan shall show all adjacent properties sufficient to assure that the proposed grading does not impact adjacent lands and shall incorporate drainage features necessary to assure continued drainage from adjacent properties. The grading plan shall meet all Regional Water Quality Control Board (RWQCB) requirements. The grading plan shall minimize the need for off haul from the Project site. The grading plan shall incorporate all elements of the soils report. The grading plan shall be prepared to the satisfaction of the City Engineer, meet RWQCB requirements and shall address all drainage issues raised by the Storm Drain Analysis, including but not limited to issues identified for Drainage Area D and Drainage Area A as identified in the C.3 Storm Water Analysis Report.

### **STORM DRAINS AND SANITARY SEWERS**

15. The storm drain system shall be designed to meet the City of Alameda design standards. Since the project is tying into existing storm drainage facilities, calculations must be provided to conclude that the existing facilities have adequate capacity and sufficient slope to handle the increase flows resulting from the project to the satisfaction of the City Engineer.
16. Project shall maintain all on-site sewers including those in private streets.
17. The sanitary sewer system shall be designed to meet the City of Alameda design standards. Since the project is tying into existing sewer facilities, calculations must be provided to conclude that the existing facilities have adequate capacity and sufficient slope to handle the increase flows resulting from the project to the satisfaction of the City Engineer. Final lot plot grading plans shall be submitted and approved for each individual lot prior to issuance of a building permit for that lot.
18. Final lot drainage shall be designed to provide a minimum of one percent (1%) slope after settlement if future settlement/consolidation is predicted to the satisfaction of the City Engineer.
19. No drainage across any lot line other than onto streets or common areas shall be permitted unless allowed by easement or CC&R's and approved by the City Engineer.
20. Minimum gutter grades shall be 0.4 percent and 0.6 percent around curb returns at intersections.

### **URBAN RUNOFF**

21. The improvement plans shall include and meet all requirements of the Alameda Countywide Clean Water Program and be to the satisfaction of the City Engineer.

22. The improvement plans shall be designed to the satisfaction of the City Engineer to reduce to the Maximum Extent Practical (MEP) runoff pollutants from entering the storm drain system from all streets, alleys, open spaces and parking areas as required by the RWQCB. Where required by RWQCB, catch basins shall include cartridge type filter inserts or mechanism to minimize run-off pollution to the satisfaction of the RWQCB. Specific lot designs approved by development plans and design review shall also incorporate these provisions. (See item 98 below for O&M requirements)
23. Costs for obtaining C3 certification shall be borne by the Applicant.
24. In conjunction with submittal of grading plans, the Applicant shall file a Notice of Intent for storm water discharge with the Regional Water Quality Control Board. A copy of the filing shall be submitted to the City Engineer as part of the required improvement plan for the site.
25. Prior to the issuance of a grading permit, approval of the improvement plans or the recordation of the Final Map, the Applicant shall be responsible for the preparation of a Storm Water Pollution and Prevention Plan (SWPPP) and approval by the City of Alameda, ACFCWCD and RWQCB. The drainage plan for the project must also meet the City's Urban Runoff Guidelines. The SWPPP shall provide controls on the storage and handling of toxic and hazardous materials, detention basins, and similar measures to be employed during construction.
26. Prior to the granting of a certificate of occupancy, an operation and maintenance (O&M) agreement for the plan and financial security shall be prepared and submitted to the City for approval. The O&M plan shall include: treatment type, location(s), of treatment measures, maintenance requirements, maintenance schedule, assurances of party responsible for O&M, and assurances of access to inspect and verify treatment system O&M for the life of the project. The maintenance agreement shall be recorded by the Property Owner among the deed records of the Alameda County Recorder's Office. Additionally, and as terms of the above-mentioned agreement, an O&M Plan and an annual inspection report for storm water treatment measures shall be provided for review and approval by the City of Alameda Public Works Department Environmental Services Division in compliance with the California Regional Water Quality Control Board Order R2-2003-0021 NPDES Permit No. CAS00298313, Section C3e. A bond, cashiers check, letter of credit or other approved instrument shall be deposited with the City in the amount of twice the estimated annual operations and maintenance cost.

## **TRAFFIC/STREET DESIGN/JOINT UTILITIES**

27. The improvement plans shall include a signing and striping plan for all improvements proposed by the development to be approved by the City Engineer. All curbs, gutters, and sidewalks along Forman Way and Grand Street shall be installed in accordance with City of Alameda standards, except as provided in the approved Project Master Plan MP05-01. Alley curb cuts on Fortmann and Grand Street shall be shown on Improvement Plans and designed to maximize space for on-street parking, street trees and landscaping.
28. All sidewalks on Grand Street, Fortmann Way, Hibbard, and within the BCDC public waterfront open space areas shall have a minimum of 5' width.
29. All street structural sections shall be designed per recommendations in the soils report and to the satisfaction of the City Engineer.
30. At a minimum, stop signs and markings shall be installed at each privately maintained roadway entrance onto a publicly maintained street and at the beginning of Alaska Packer Place and at the end of Hibbard Street.
31. The improvement plan shall show residential driveways with a minimum thickness of four (4) inches of concrete.
32. The improvement plan shall show joint trenches under sidewalks to include telephone, electrical, communication, television, and gas lines. The trench width and depth shall meet the standards of the utility companies and the City Engineer.
33. Water lines shall be installed in accordance with the requirements of the East Bay Municipal Utility District and to the satisfaction of the City Engineer.
34. All existing overhead utilities along the frontage of the property and all new utilities shall be placed and installed underground, except as required by appropriate utility providers. Clearances between utility mains, sewers, structures or other objects shall be to the satisfaction of the City Engineer.
35. Wheelchair ramps and truncated domes shall be required on sidewalks where curb corners meet streets.
36. Wheel chair accessible parking stalls shall have a minimum width of 9'.
37. The number of handicap parking stalls shall comply with the parking ratio requirements of the American with Disabilities Act (ADA).

38. Traffic control, regulatory, warning, guide signs and markings (including fire hydrant pavement markers) shall be installed in conformance with the Manual of Uniform Traffic Control Devices, as approved by the City Engineer.
39. Prior to the approval of the Final Map by City Council, street names shall be submitted and approved by the Planning and Building Director. Street names shall generally be chosen from the Official Naming List for City facilities and streets, in accordance with the City's adopted naming policy.
40. The Applicant shall be responsible for installation of all street signs within the development and at major street intersections. Signs shall be in accordance with the approved "Signing Plan" and the City Standards and locations shall be to the satisfaction of the City Engineer.
41. On-site street and mini-park light spacing and illumination requirements, design and installation, shall be provided by the Applicant and shall be to the satisfaction of AP&T and the City Engineer and Planning and Building Director.
42. Applicant shall provide at Applicant's expense, additional lighting at the tract entrances. Ongoing costs for operations and maintenance shall be the responsibility of the Homeowners Association (HOA). Design and installation shall be reviewed and approved by City Engineer and Planning and Building Director.

### **LANDSCAPING**

43. Design of street and walkway tree plantings shall be in compliance with the Project Master Plan MP 05-01. The Applicant shall be responsible for the design of all landscaped areas including common areas located along Grand Street and Fortmann Way. A detailed tree planting and landscaping plan shall be required for all privately maintained and public street areas, common areas and planting strips along streets adjacent to the Project site. These plans shall be prepared by a registered landscape architect to the satisfaction of the City Engineer and the Planning and Building Director, and shall be submitted in conjunction with the improvement plan. Clearances of trees from street improvements and furnishings shall be as follows unless otherwise approved by City Engineer:
  - a) Fire hydrants – 6 feet.
  - b) Driveways (top of wing) – 3 feet.
  - c) Stop signs or curb returns – 15 feet.
  - d) Electroliners – 25 feet on near side as a vehicle approaches, and 25 feet desirable on far side, but the far side distance may be reduced to 20 feet, if needed.

- e) Sewer mains or laterals, gas lines (main and service), water, telephone, communication and electrical mains – 5 feet.
  - f) Storm drains – 2 feet.
  - g) Street trees shall have curbed protection from street pavement.
44. Deep root barriers shall be required for all trees planted adjacent to curbs, sidewalks and other pavements, to City standards and the satisfaction of the City Engineer.
45. The curb planter strip along Grand Street shall not include trees, as the strip lies above an existing 48" storm drain line.
46. Landscaping and irrigation shall be in accordance with Alameda Municipal Code Section 30-58 (Water Conservation/Landscaping).
47. All fencing barriers, street tree curb protection, and header boards shall be designed and installed to the satisfaction of the City Engineer.
48. The Applicant shall post a subdivision improvement bond for landscape improvements within the Project and a two year maintenance bond to commerce when the landscaping has been installed and accepted by the City as substantially in compliance with approved landscape and improvement plans.

#### **PRIVATELY MAINTAINED OPEN SPACE, MINI-PARKS & STREETS**

49. Prior to approval of the Final Map by City Council, the applicant shall provide an agreement, to the satisfaction of the City Attorney, between the Homeowners Association (HOA) and the City, whereby the HOA assumes all responsibility for maintenance and liability of all private open space, private mini-parks and private street improvements, alleys and Alaska Packer Place, including but not limited to on site utilities, storm drainage, sanitary sewer, sidewalk, lighting, curb and gutter and landscaping; curb and gutter, sidewalk, lighting, and landscaping along the north side of Forman Way and the west side of Grand Street; all improvements in the common areas including but not limited to landscaping, lighting and walkways; all parking lot improvements; and all BCDC required amenities along the shoreline. The agreement shall include a management plan and a weed abatement and maintenance plan for approval by the City Engineer and implementation by the HOA.
50. The Applicant shall submit a separate agreement and financing such as CC&Rs, bonds, landscape & lighting district or equivalent which will provide for the perpetual operation and maintenance of all private improvements including but not limited to private open space, private mini-parks, BCDC requirements, and private street improvements, common area facilities

including entryways and private infrastructure not accepted for maintenance by a public agency. The agreement shall be approved by the City Engineer.

51. In conjunction with recordation of the Final Map, the Applicant shall simultaneously record public access, parking, and utility easements for all streets, alleys, sidewalks, including Fortmann Way, Alaska Packer Place and Hibbard Street and parking along the shoreline and the two triangular mini parks as public access to the City of Alameda.
52. The improvement plan shall include appropriate landscaping and irrigation for the two triangular mini-parks to the satisfaction of the Recreation and Parks Department. The two parks shall be developed for recreation use and include appropriate paths and seating areas, as generally depicted on the Landscape Site Plan of the Master Plan approval (MP 05-01).
53. The Applicant shall substantially complete the construction of the mini-parks to the satisfaction of the City Engineer prior to the issuance of Certificate of Occupancy of the first house adjacent to the mini-park within the residential development.

#### **SANITARY SEWERS AND STORM DRAINS**

54. Prior to approval of the Final Map by City Council, the Applicant shall complete the design and acquire other agency permits, if required, for all on-site sanitary sewer and storm drain systems required for construction to City standards and to the satisfaction of the City Engineer.
55. Curved sewer alignments shall not be permitted. Sewer mains shall be on a straight run not to exceed 350 feet between manholes for 8" and 10" pipes, and 450 feet for 12" pipes and larger.
56. Main sanitary sewer lines shall be a minimum 8" in diameter.
57. Public storm drain lines shall be a minimum of 12" in diameter.
58. The distance between storm drain manholes shall not exceed 350 feet.
59. Manholes shall be required at tract boundaries to differentiate public/private facilities.
60. Two-way property clean-outs shall be installed at all house laterals.
61. Storm drains shall be designed to handle 10-year storm flows at Mean High Water and 100-year flows at Mean Sea Level.
62. The Applicant shall be responsible for the cost of all City reviews and inspections required for infrastructure.

63. Prior to recordation of any Final Map, the Applicant shall provide, at no cost to the City, easements on all private properties necessary for the operation and maintenance of the sanitary and storm drain systems. The Final Map and/or the CC&Rs shall show all public and private easements and their purpose.
64. Prior to approval of Improvement Plans, the Applicant shall obtain EBMUD approval for connections to EBMUD facilities.

**ALAMEDA POWER & TELECOMMUNICATION (AP&T)**

65. Concurrent with submittal of Improvement Plans, the Applicant shall coordinate with the AP&T regarding power requirements.
66. The Applicant shall provide all necessary on-site underground substructures, including conduits, pull boxes, transformer pads, etc. per the AP&T specifications. AP&T will require easements for all transformers, primary and secondary boxes, and conduits. AP&T will furnish and install all required transformers, high voltage distribution cables, and secondary cables. The Applicant shall be reimbursed for improvements pursuant to the standard AP&T agreement.
67. The Applicant shall furnish and install code-sized service cables in code-sized conduit from each house to the nearest secondary pullbox. AP&T will connect the service to the secondary distribution system.
68. The Final Map shall show all necessary easements and access to all electrical utility facilities that are in the private properties, at no charge to AP&T.
69. Prior to issuance of Certificate of Occupancy, the Applicant shall furnish and install service equipment for each house. The service equipment shall meet Electric Utility Service Equipment Requirement Committee standards.
70. Concurrent with acceptance of work by City Council, the shall dedicate and AP&T shall take over ownership and will be responsible for maintaining all new substructures for undergrounding primary and secondary circuits, and distribution transformers once the improvements have been inspected and found to have been properly installed. The Applicant or successor property owners shall be responsible for the service cables and service equipment.
71. The Applicant shall be responsible for all expenses involved in the on-site duct/joint trench system including engineering design, plan check, and electrical construction inspection. The Applicant shall be responsible for the cost of AP&T's assigned inspector during construction

72. The Applicant shall submit, with the on-site improvement plans, detailed drawings showing the required on-site electric utility facilities.

**EAST BAY MUNICIPAL UTILITIES DISTRICT (EBMUD)**

73. Prior to approval of improvement plans, the Applicant shall obtain EBMUD approval of the proposed design and location of on-site water service lines and meters.
74. Prior to the issuance of a building permit, the Applicant shall pay for all on-site service connection fees and provide proof of payment to City.
75. In the event that EBMUD has provided Recycled Water to the project area prior to submittal of the Development Plan, the Applicant shall provide service connections and meters for recycled water usage and shall provide for future on-site extensions at locations to be determined by EBMUD and the City Engineer.
76. All on-site facilities, backflow devices, and connections shall be designed and constructed by the Applicant in accordance with standards specified by EBMUD and the City Engineer.

**ALAMEDA FIRE DEPARTMENT**

77. Prior to approval of the Final Map by City Council, the Applicant shall submit improvement plans for the project site Fire Water System. The system shall be designed to the satisfaction of EBMUD. The Applicant shall be responsible for the placement of on-site hydrants. The location and number of hydrants shall be established in improvements plans. The fire flow for the development shall be 3000 G.P.M. from any two hydrants with a minimum flow of 1250 G.P.M. from any one hydrant flowing simultaneously for a duration of 30 minutes. Placement shall be shown on the improvement plans and shall be to the satisfaction EBMUD, the City Fire Chief and the City Engineer.
78. The improvement plans and building permit plans shall include fire sprinkler systems within each residential unit including the garage and attic spaces.
79. The Applicant shall provide adequate turn around space or through access for any street greater than 150 feet in length to the satisfaction of the Fire Chief and the City Engineer.
80. All roads shall have an adequate turning radius for fire apparatus (inside turning radius of 28 feet).

81. The Applicant shall provide a grass paver or other vehicular surface acceptable to the fire department and an emergency vehicle access (EVA) easement from Fortmann Way through the western mini-park to allow fire access to the alley between Lots 33-36 and 37-40.
82. All streets and courts within the development shall be marked as fire access roads to the satisfaction of the Fire Chief. All roads shall be designed to handle fire apparatus weight of up to 35,000 pounds per axle. Parking shall be prohibited within the streets and alleys dedicated as fire lanes. CC&R's shall include an enforcement mechanism.

### **EASEMENTS**

83. The Final Maps shall show all existing and proposed easements for street and public use area and all utility corridors.
84. Prior to approval of the Final Map, the Applicant shall be required to grant all utility easements required for orderly development. The easements shall be in accordance with the request by each of the various utility companies and by the City Engineer.
85. Open space parcels within the subdivision shall be restricted by non-development, open space easements. The Applicant shall show these easements on the Final Map.
86. The Applicant shall grant easements for all utilities on private lots, prior to approval of the Final Map. An easement shall be shown on the Final Map where the service passes through one lot to serve the adjacent lot.
87. No encroachments into any public or private easement shall be permitted, unless specifically approved by the City Engineer or the applicable utility. This includes eaves, foundations, chimneys, etc. No masonry, wall or permanent structures shall be permitted within any easement. CC&R's shall include a restriction that the Homeowner is responsible for the cost of removing and reinstalling or repairing any improvements including landscaping and paving installed in the easement areas.

### **RESURFACING OF STREETS IN AREA**

88. Applicant shall resurface the Western half of Grand Street from the northern terminus of Grand Street to the centerline of Fortmann Street. The existing surface shall be ground down a minimum of 2" and resurfaced with a minimum of 2" of asphaltic concrete. The Applicant shall repave the northern half of Fortmann Way along the entire length of the street and western side of Alaska Packer Place between the edge of the existing pavement and the concrete gutter. The existing pavement of Fortmann Way

and Alaska packer Way shall be sawcut before repaving. All repaved sections shall be redesigned with the design procedure for Flexible Pavement as set forth in Section 608.4 of the State of California Highway Design Manual. Pavement structural section calculations shall be provided based on R-values and recommendations contained within the geotechnical report.

#### **LOT NUMBERING AND ADDRESSING**

89. The lot numbers on the Final Map shall be consecutive. The Applicant shall submit a table or equivalent that compares the lot numbering on the approved Tentative Map with the Final Map.

#### **MASTER PLAN**

90. Prior to approval of the Final Map by City Council, all applicable conditions of approval of Master Plan MP05-01 pertaining to subdivision improvements shall be satisfied. The subdivision shall be constructed to comply with MP05-01.

#### **EFFECTIVE DATES**

91. The Applicant shall record the Final Map within twenty-four months of approval, or conditional approval, of the Tentative Map by the City Council. An extension of time, not to exceed an additional twelve (12) months, for the filing of the Final Map may be granted by the City Council providing written application is made by the subdivider prior to the expiration of the approved or conditionally approved Tentative Map.

#### **MITIGATION MONITORING AND REPORTING PROGRAM**

92. Prior to the issuance of any building permit, the Applicant shall comply with all the conditions specified in the "Grand Marina Mitigation Monitoring and Reporting Program" approved by the City of Alameda. The Mitigation Monitoring and Reporting Program specifies the responsible parties for the funding, implementation and monitoring requirements.
93. The grading and improvement plans shall incorporate the recommendations of the geotechnical investigation as outlined in the Soils Report.

#### **SUBDIVISION AGREEMENT/FINANCIAL GUARANTEE**

94. In accordance with Section 30-85.3 of the Alameda Municipal Code, prior to the recordation of the Final Map, the Applicant shall execute an agreement between the Applicant and the City for approval by the City Council specifying the period within which the Applicant shall complete all on-site

improvement work. The on-site improvements shall be completed in accordance with the approved Tentative Map, the improvement plans and to the satisfaction of the City Engineer. The Agreement shall provide that if the work is not completed within the specified period, the City may complete the work and recover all costs and expenses from the Applicant or successor in interest. The Applicant shall post sufficient financial guarantee to guarantee construction of the on-site improvements as determined by the City Engineer.

95. The agreement shall provide for construction inspection costs to be charged as a flat fee.

#### **COPY OF FINAL MAP & AS-BUILTS**

96. Prior to the City Council approval or the recordation of the Final Map, the Applicant shall submit a Mylar copy and a CAD file of the improvement plans recorded Final Map.
97. Applicant shall provide as-built and reproducible Mylar copies of the infrastructure improvement and landscaping plans to the City Engineer within 30 days of completion of construction.

#### **CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R's)**

98. In conjunction with the on-site improvement plans, the Applicant shall submit a copy of the proposed Conditions, Covenants and Restrictions (CC&R's), which shall establish a Homeowners' Association, of which all property owners must be a member. The submittal shall include an estimate of costs and proposed level of maintenance for each of the activities identified. The CC&R's shall provide for funding and provision of maintenance of all common facilities, including but not limited to streets and utilities, not accepted for maintenance by a public agency. The CC&R's shall stipulate that the Homeowners' Association is responsible for maintenance of landscaping along the streets, courts, open space, and triangular mini-parks. Additionally, the CC&Rs shall be reviewed and found satisfactory by the Planning and Building Director in consultation with the City Engineer and City Attorney prior to the recordation of the first Final Map.
99. CC&R's shall be recorded as deed restrictions with the Final Map.
100. Prior to the application for any building permit for the site, two copies of the approved and recorded CC&Rs shall be submitted to the City Engineer and Planning and Building Director.

## **CONSTRUCTION**

101. During construction, the Applicant shall ensure that a program of dust control is implemented consistent with MMRP and BAAQMD requirements. All construction crews shall undertake a program of dust control including, but not limited to, watering soil surfaces as needed to prevent dust blowing, covering trucks carrying materials to and from the site, and frequent clean-up of soil carried by construction vehicle tires from the site onto roadways.
102. During Construction the Applicant shall ensure that all construction crews are properly trained and made aware of any site contamination issues consistent with the Site Management Plan and MMRP.
103. Subdivision construction activities shall be subject to the requirements of the Alameda Municipal Code which restricts construction to the hours of 7:00am to 7:00pm Monday through Friday and 8:00am to 5:00pm on Saturdays. Construction traffic shall adhere to designated truck routes.
104. Prior to issuance of building permit Applicant shall provide a Recycling and Solid Waste Plan to minimize solid waste disposal and maximize use of recycled materials associated with demolition and construction activities for each and every construction contract. The Plan must be incorporated into any construction documents for every contract. Prior to issuance of Certificate of Occupancy, the Applicant (or City or City's Agent) shall submit a report certifying the amount of materials off hauled, amount of materials recycled, and amount of recycled materials used in that contract.
105. Prior to issuance of a grading permit, the Applicant shall provide an Urban Runoff Clean Water Plan for construction activities which identifies specific measures (BMP's) required during construction to minimize pollutant discharge to the storm water system. The Applicant shall incorporate these measures into each and every contract for construction. Prior to issuance of certificate of occupancy, the Applicant shall provide a report certifying that these measures were properly followed.
106. Prior to issuance of grading permit, Applicant shall submit a Truck Route Plan for hauling to be approved by the City Engineer. The Plan must be incorporated into any construction documents for every contract.
107. Prior to issuance of any permit, Applicant shall submit a Surcharge Plan showing extent of surcharge, height of piles and any storm water run off control measures to be approved by the City Engineer. The Plan shall include approval by any other agency, if so required.

## **NOISE REQUIREMENTS**

108. Concurrent with submittal of Development Plans, the Applicant shall identify specific acoustical treatments to minimize the noise levels for future homes that back up to major streets in compliance and which is required to comply with the City Noise Ordinance.

## **ACCEPTANCE OF WORK**

109. At the completion of construction of the improvements for each phase of the Project, the Applicant is obligated to provide all required information to the City including, but not limited to, all certifications, warranties, guarantees, proof of payment to outside agencies and as-built drawings. Upon recommendation by the City Engineer, the improvements will be accepted by the City Council.

## **PLANNING BOARD CONDITIONS**

- 1) The applicant will study the feasibility of exposing the underlying wood planks and provide a consistent cosmetically appealing walking and bicycling surface. If upon further study by the applicant, it is determined by the Planning and Building Director that exposing the existing wood planks is financially infeasible, unsafe, or contrary to water quality standards, the Planning Director may approve an asphalt resurfacing plan.
- 2) To provide a continuous waterfront promenade with consistent materials throughout the Northern Waterfront, the existing asphalt pedestrian path from Grand Street to the Alaska Packers building will be replaced with a concrete path to match the concrete path provided along the Marina Cove waterfront.
- 3) The applicant shall provide signage to direct traffic down Fortmann to the marina parking lot to discourage use of Hibbard by marina-bound traffic.
- 4) The Grand Street sidewalk shall be widened to facilitate pedestrian access to the waterfront.
- 5) The waterfront open space landscaping plan between Hibbard and Alaska Packers should be revised to include larger areas of turf for informal seating.
- 6) The final architectural submittal to the Planning and Building Director shall include revisions to the third story elements to ensure compatibility with the City of Alameda Residential Design Guidelines for third stories.
- 7) The site plan shall be modified to extend the paseo (public pedestrian path) from Grand Street to the northern most triangle park.

- 8) The distribution of the ten affordable units will be adjusted so that a minimum of two of the ten units shall be three story units.

NOTICE. The Conditions of Project Approval set forth herein include certain fees and other exactions. Pursuant Government Code Section 66020 (d)(1), these Conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. You are hereby further noticed that the 90-day appeal period in which you may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If you fail to file a protest within this 90-day period complying with all the requirements of Section 66020, you will be legally barred from later challenging such fees or exactions.

\* \* \* \* \*



CITY OF ALAMEDA  
072-0381-013

LEGEND	SYMBOL	DESCRIPTION
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SECTION A-A

SECTION B-B

SECTION C-C

ALASKA PACKER PLACE SECTION

TYPICAL GRAND STREET SECTION

TYPICAL HIBBARD STREET SECTION

TYPICAL 14' ALLEY SECTION

TYPICAL FORTMANN WAY SECTION

# TENTATIVE MAP TRACT 7723 PRELIMINARY GRADING AND DRAINAGE PLAN GRAND MARINA VILLAGE

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



SCALE: 1" = 40'  
SEPTEMBER 27, 2006



TM-02

CITY OF ALAMEDA  
072-0381-013

TENTATIVE MAP  
PRELIMINARY U  
**GRAND MARDIAN**  
CITY OF ALAMEDA

PONDICER, PRODUCTS  
072-0381-001

TYPICAL GRAND STREET SECTION

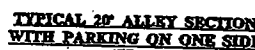
TYPICAL HUBBARD STREET SECTION

TYPICAL FORTMANN WAY SECTION

TYPICAL 26' ALLEY SECTION WITH DRIVEWAYS ON BOTH SIDES

### UTILITY NOTES

- [illegible]



**SECTION**

**SCALE:** 1" = 30'

**CIRCUITRY AT 200A**



I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

UPHOLDING PLANNING BOARD APPROVAL OF PLANNED  
DEVELOPMENT, PD05-02 AND DESIGN REVIEW, DR05-0126  
FOR GRAND MARINA VILLAGE

WHEREAS, an application was made on November 22, 2005 by Warmington Homes for a Planned Development to construct 40 single family homes, off-street parking, landscaping and associated improvements on an approximately 3.5 acre site; and

WHEREAS, the subject property is proposed to be designated Specified Mixed Use (MU-6: Northern Waterfront) on the General Plan Diagram; and

WHEREAS, the subject property is proposed to be located in a MX (Mixed Use - Planned Development) Zoning District; and

WHEREAS, a Negative Declaration (SCH #2006042145) has been prepared by the City of Alameda ("City") pursuant to CEQA Guidelines; and

WHEREAS, the Planning Board has considered the Negative Declaration; and

WHEREAS, the Negative Declaration was prepared in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, the Planning Board has held a public hearing on this application on October 9, 2006, and has examined pertinent maps, drawings, and documents; and

WHEREAS, the Planning Board has made the following findings relative to Planned Development, PD05-02:

1. The proposed Planned Development is consistent with the General Plan, which specifies residential uses for this site.
2. The Planned Development is a more effective use of the site than is possible under the regulations for the district with which the Planned Development District will be combined because a Planned Development allows for a comprehensive development of the site.
3. The Planned Development, if it complies with all the mitigations of the Mitigation and Monitoring Reporting Program (MMRP), will not have a significant adverse effect on adjacent land uses.

4. The layout of the proposed Planned Development project complies with the provisions of the Subdivision Map Act and the Alameda Subdivision Regulations. The division of the site will be subject to a separate subdivision application to ensure full compliance.
5. The proposal complies with maximum density of one dwelling unit for every 2,000 square feet of parcel area.

WHEREAS, the Board has made the following findings relative to Design Review, DR05-0126:

1. The project will have no significant adverse effects on the persons or property in the vicinity because the proposal is consistent with the underlying zoning and General Plan designation.
2. As conditioned, the project will be compatible and harmonious with the design and use of surrounding area because the design is similar to the small lot, single family detached residences in the adjacent subdivisions.
3. As conditioned, the project is consistent with the City of Alameda's Design Review Guidelines because the proposed traditional design theme is consistent with the area; the proposed two and three-story buildings have a similar scale as other dwellings in the area; and the proposed building components, such as windows and doors, are well proportioned and compatible with each other.

NOW, THEREFORE, BE IT RESOLVED that the Planning Board:

Conditionally approved Planned Development, PD05-02 and Design Review, DR05-0126.

BE IT FURTHER RESOLVED that the City Council upholds the Planning Board approval, subject to the following conditions:

#### APPROVED PLANS

1. The plans submitted for the Building Permit and Final Design Review shall be in substantial compliance with the Grand Marina Village Master Plan prepared by Warmington Homes and the Dahlin Group dated September 15, 2006, which is on file in the office of the City of Alameda Planning Department, subject to the conditions specified in this resolution approving the project.

2. The applicant shall be responsible for maintaining and periodically filing a Mitigation Monitoring and Reporting Program to demonstrate compliance with all project mitigations.

#### DEVELOPMENT PLAN IMPLEMENTATION

3. Where there are substantially similar requirements, or inconsistencies contained in the conditions of this approval and the Tentative Map approval for Tract 7723, and the Mitigation and Monitoring Reporting Program, the conditions shall be considered together and the more extensive and/or more detailed provisions shall govern, unless specifically approved by the Planning and Building Director.
4. Each phase of development shall provide the necessary street, utility, and other infrastructure to support that phase, the previous phases, and existing maritime operations on the site.

#### REGULATIONS FOR PLANNED DEVELOPMENT, PD05-0002

5. All regulations of the Alameda Municipal Code shall apply to PD05-0002 except where express provisions have otherwise been made in this Planned Development approval.
6. Minimum building setbacks, height, number of stories, coverage and site plan dimension shall be as shown in Grand Marina Village Master Plan.
7. Model homes and temporary tract sales offices, construction offices or other incidental operations occurring during construction and/or sales are not approved as part of this Planned Development approval and require a separate Use Permit. The specific number of facilities, location, design, screening, dust control, noise, utilities and parking shall be subject to an administrative Design Review approval by the Planning and Building Director.
8. No accessory structures or building additions shall be permitted without a Planned Development Amendment. The Covenants, Conditions and Restrictions established for this project shall incorporate this restriction.
9. Prior to the issuance of a building permit, the applicant shall submit a Final Design Review application for review and approval by the Planning and Building Director that includes the following:

- a. Final building elevations with color and material boards.
- b. Final location, design, height and material of backyard/patio fences.
- c. Final window details including material and manufacturer's cutsheets.

10. Prior to issuance of a Building Permit, the applicant shall submit a Final Landscaping Plan in substantial compliance with the Grand Marina Master Plan, except as modified by the conditions of this resolution. Final Landscaping Plans shall contain the following:

- a. Complete plant list with the common and scientific name, quantities and spacing of all plant species.
- b. Tree sizes shall be a minimum of 15 gallon size.
- c. 50% of shrubs shall be 5 gallon size.
- d. An irrigation plan with automatic controller for all front yards, and common area landscaping.
- e. A statistical analysis of the percentage turf used, if any, within the common areas, and all front yards.
- f. Mulching and staking details.
- g. Private fence design.
- h. Mail box and other street furniture design.
- i. All street intersection landscaping, walls and fencing shall meet City sight distance requirements to the satisfaction of the City Engineer.
- j. Landscape and Lighting Maintenance Agreement between the applicant and the City. The Agreement shall include provisions for maintaining landscaping in good condition over the life of the project and shall include provisions for lighting and other public safety measures. The public safety measures shall be reviewed and approved in consultation with Police Department and shall include, but not limited to, the following: building address numbers, exterior lighting, exterior door light sources, monument sign light sources, plants and shrubs height to maintain sight lines, trees canopy minimum height to maintain sight lines, and parking lot signage.

11. Lighting of the common area shall be shown on the Final Landscape Plan and shall be as low in intensity as possible consistent with safety requirements. Fixtures shall be submitted for review and approval by the Planning and Building Director and Police Chief as part of the final landscaping plan approval. The location, height, type and lighting level of all light standards shall be shown on improvement plans and approved by the City Engineer.

12. Each of the two triangular mini-parks within the Grand Marina Village residential development shall be substantially completed to the satisfaction of the Planning & Building Director prior to occupancy of the residential development.
13. Each of the two mini-parks within the residential development shall be maintained by the Homeowners Association, but shall be dedicated as public access to the City of Alameda.
14. Any landscaping within the street right-of-way shall be in substantial conformance to that shown in the Master Plan, as modified, to the satisfaction of the City Engineer based on the substantial conformity standard.
15. The curb planter strip along Grand Street shall not include trees, as the strip lies above an existing 48" storm drain line.
16. Landscaping materials shall be designed and selected so as to not obstruct signs or building numbers or building entrances on the site and required sight clearances for vehicles at intersections and crosswalks. Tree planting shall be designed and selected to highlight pedestrian pathways and entrance driveways through the business park parking lots.
17. The applicant shall use recycled water in accordance with EBMUD requirements for recycled water, subject to availability. The applicant shall meet and confer with EBMUD regarding the availability and use of recycled water at the Development Plan stage of review.

#### PARKING, DRIVEWAYS AND GARAGES

18. Parking shall not be permitted on any driveway within the Grand Marina Village residential development. The Covenants, Conditions and Restrictions (CC&Rs) shall reflect this limitation unless specifically approved as part of a Development Plan.
19. The twelve (12) guest parking places within the Grand Marina Village residential development shall be available for and identified as short-term visitor parking. The Covenants, Conditions and Restrictions established for this Project shall prohibit the use of the guest parking spaces by project residents.

#### NOISE

20. All equipment used on the Project shall be adequately muffled and maintained to the extent feasible and to the satisfaction of the Public

Works Director and all equipment shall be turned off when not in use, consistent with the City's Noise Ordinance.

## AMENDMENTS

21. Additions and/or alterations to residences within the project shall be subject to design review if said modifications are in compliance with standards of this Planned Development. Additions and/or alterations shall be subject to a Planned Development Amendment where they do not comply with one or more of the requirements. Minor project design details, engineering standards and specifications may be established, modified and approved by the Director of Public Works, Director of Planning and Building or their designee.

## CONSTRUCTION

22. Prior to construction, the applicant shall submit a construction plan for the Development Plan which will outline the sequence of actions including: staging of construction activities, schedule, final grading, construction within BCDC jurisdiction, and all other construction activities.
23. Prior to commencement of any construction activity, the applicant shall coordinate a meeting with City Staff and the Contractors team to discuss the Conditions of Approval and mitigation measures on the Project. The intent is that the Contractor fully understands the actions necessary to implement the mitigation measures and to comply with the conditions of approval of the City of Alameda.
24. Construction shall be limited in compliance with AMC Article II Noise Regulations, Section 4-10. The limitations restrict construction activities outside the hours between 7 a.m. and 7 p.m. on weekdays, and 8 a.m. and 5 p.m. on Saturdays.
25. Prior to issuance of any site development or demolition permit, the applicant shall develop a construction management plan to the satisfaction of the Planning and Building Director. The construction management plan shall include a handout for neighboring property owners and shall accomplish, at a minimum, the following:
  - a. Provide the name and contact number of the construction manager;
  - b. Describe the hours of operation;
  - c. Identify the projected construction schedule.

## PROJECT AREA REQUIREMENTS

26. Prior to issuance of building permits, the applicant and the Community Improvement Commission shall enter into an agreement providing for:

- a. Affordable Housing within the project consistent with CIC Resolution No. 04-127 establishing an inclusionary housing policy for the Business and Waterfront and West End Community Improvement Projects.
- b. Amendment to the Business and Waterfront and West End Community Improvement Plan to allow mixed use development.
- c. Payment of a fair share contribution to traffic signals required for Northern Waterfront build out, as required by the MMRP.
- d. Establishment of a Northern Waterfront Transportation Demand Management program funding strategy for the provision of water-based or land-based shuttle services to Oakland from the Northern Waterfront area. The TDM funding plan shall be designed to cover all properties within the Northern Waterfront area, including the Grand Marina site, the Del Monte site, the Encinal Terminal site, the Pennzoil site, and the City's corporation yard and animal shelter sites. The TDM program and funding plan shall be coordinated with the proposed Catellus Project, Alameda Landing, TDM program to facilitate creation of a larger West End TDM program.

## PUBLIC UTILITIES AND FACILITIES

27. The siting, size, location and design of above ground facilities such as utility cabinets, and mail collection boxes shall be shown on improvement plans and approved by the City Engineer and Planning and Building Director.

28. The applicant shall incorporate water conservation measures for both internal and external use in the design and construction of the Project. This shall include the use of equipment, devices and methodology that further water conservation and provide for the efficient use of water to the reasonable satisfaction of the Public Works Director.

29. If the stormwater treatment measure includes bioswales, the tree and ground cover selection shall be adaptable to in urban runoff swale areas.

30. Tree clearances from utilities shall be as follow: a) Fire hydrant – 6 feet; b) top of driveway wing – 5'; c) stop signs – 15'; d) street/pathway lights and utility poles – 25'; e) storm drain, sanitary mains, gas, water,

telephone, electrical lines – 5'; f) front of electrical pad-mounted equipment – 10'. Verify minimum clearance distances of street trees/shrubs from electrical transformers with City of Alameda Power and Telecom (AP&T ).

31. Final landscape plans shall ensure that all landscaping and bioswales are designed to minimize irrigation and runoff, promote surface infiltration where appropriate, and minimize the use of fertilizers and pesticides that can contribute to storm water pollution. As appropriate, integrated pest management (IPM) principles and techniques shall be incorporated into the landscaping design. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain and infiltrate runoff.
32. Prior to or concurrent with the submittal of a building permit application, the applicant shall submit to the satisfaction and approval of the Public Works Director the following items:
  - a. Plans that indicate the applicant shall construct stormwater treatment measure(s) that meet the hydraulic sizing design criteria indicated in Provision C.3.d of the City of Alameda's municipal NPDES stormwater permit. Storm water runoff onto adjacent properties will not be allowed.
  - b. An Impervious Surface Form, indicating the proposed total change in impervious surface area for the project site.
  - c. A sanitary sewage flow analysis to determine sanitary sewage quantities of the proposed development.
  - d. A storm drainage analysis to insure adequate drainage capacity for the proposed project. Design Review and Final Development Plan plans need to accommodate for the proper sizing design of the necessary stormwater treatment measure(s).
  - e. Plans that indicate roof leaders shall be connected to the private area drain system and shall discharge into landscaped areas away from the foundation. Additional design techniques may include, but not be limited to, the use of pervious pavement in parking areas.
  - f. Site traffic signing.
33. The proposed project plans shall incorporate, to the maximum extent practicable, permanent stormwater design techniques to manage the quantity and quality of stormwater runoff from the planned project site to prevent and minimize impacts to water quality.
34. Stormwater treatment measures that function primarily as infiltration devices shall, where practical, protect groundwater from pollutants that

may be present in urban runoff. The vertical distance from the base of any infiltration device to the seasonal high groundwater mark shall be at least ten feet (10') unless a collection system or another diversion method collects a reasonable amount of the infiltration.

35. Trash enclosures and/or recycling areas shall be roofed and/or enclosed. These areas shall be designed to prevent water run-on to the area and runoff from the area. The floor drains for the trash enclosures and the recycling area should connect to the sanitary sewer system.
36. Given that the total disturbed area for the project will be greater than one acre, the applicant must submit a Notice of Intent (NOI) form to the California State Water Resources Control Board (SWRCB), indicating the intent to comply with all requirements of the SWRCB Construction Activity Storm Water NPDES General Permit (Permit).
37. In compliance with the NOI submittal to the SWRCB, the applicant shall prepare and implement a thorough Storm Water Pollution Prevention Plan (SWPPP) document to ensure appropriate protection of storm water quality during the project's construction activities.
38. The applicant shall submit to the City's Public Works Department (PWD) a copy of the completed project NOI and SWPPP documents, as required for preparation by the SWRCB, with sufficient time for both document review by the PWD and any necessary corrections/modifications to the SWPPP by the applicant prior to commencement of any soil-disturbing activity.
39. Prior to the granting of a certificate of occupancy, an Operation and Maintenance (O&M) agreement and O&M plan for all post-construction, permanent stormwater treatment controls shall be prepared and submitted to the City for approval. The O&M plan shall include: treatment type, location(s) of treatment measures, maintenance requirements, maintenance schedule, assurances of party responsible for O&M, and assurances of access to inspect and verify treatment system O&M for the life of the project.
40. The applicant is responsible for ensuring that all contractors and sub-contractors shall, during all construction activities, comply with the SWPPP elements, the City of Alameda's Urban Runoff Standard Conditions of Approval and the Best Management Practices (BMPs) for construction activities indicated in the Alameda Countywide Clean Water Program brochures during all construction activities.

41. Storm drain inlets shall have filter inserts and shall be clearly marked with the words "No Dumping! Drains to Bay," or equivalent, using methods approved by the City of Alameda's PWD.
42. Plan sheets prepared for the construction phase shall indicate the specifications for the installation and upkeep of the erosion control mechanisms as described in the project SWPPP. Specifications shall be provided for the perimeter protection(s), any silt fencing and fiber rolls used, the storm drain inlet protections, the stabilized construction entrance(s) and exits and vehicle tire wash area(s), the vehicle and equipment servicing area(s) and the materials handling and storage area(s). These specifications shall meet the same level of erosion and sediment control effectiveness identified for erosion and sediment control practices established in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual and the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction.
43. For projects creating or replacing greater than or equal to 10,000 square feet of impervious surface, applicant must submit a stamped, signed certification from a Civil Engineer registered in the State of California and working for a firm included on the Bay Area Stormwater Management Agencies Association (BASMAA) list of Qualified Post-Construction Consultants for stormwater treatment facility design that indicates that the treatment measure design plan meets the established sizing design criteria for stormwater treatment measures.

#### SOLID WASTE AND RECYCLING

44. Prior to occupancy of the first home within the residential area, the applicant shall submit a plan to the City Solid Waste Coordinator for review and approval outlining how the applicant will comply with the City's Solid Waste and Recycling Ordinance for the storage and disposal of Solid Waste. The applicant shall use the recycling services of a licensed recycling program, providing adequate space and support to ensure the program's success. The applicant shall use best management practices to reduce the generation of solid waste and to divert as much material as possible from being deposited in a landfill, in accordance with the City Public Works Department Standard Conditions of Approval for Waste Management
45. The applicant shall submit plans to comply with the requirements of the City of Alameda Public Works Department, Urban Runoff Manager and the Alameda Countywide Clean Water Program at the Development Plan stage of review, including Provision C.3 of the Alameda Countywide Clean Water Program. These plans shall address Best Management

Practices (BMP's) and methods to clean debris, which may contaminate storm drains and shall be approved by the Planning and Building Director and Public Works Director at the Development Plan stage of review.

46. A Master Sign Program for the residential development shall be considered prior to or in conjunction with the Development Plan for the first building phase of the residential portion of the Project. The Master Sign Program shall provide for an adequate number, size, type and location of signs to ensure that the site can be easily located by potential buyers. No sign shall be installed without prior issuance of a sign permit.

#### FIRE SAFETY REQUIREMENTS

47. The applicant and all contractors shall adhere to the standard conditions required by Alameda Fire Department, as part of individual Development Plans.
48. The applicant shall provide a "grass paver" emergency vehicle access (EVA) easement running north from Fortmann Way through the 0.19 acre triangular park so as to facilitate Fire Department access to the alley between lots 33-36 and 37-40. The EVA shall include a 28' inside turning radius.
49. The applicant shall post "No Parking" signs in all alleys within the residential subdivision.
50. The applicant shall provide sprinklers in all living spaces, attics, and garages of the residential units.

#### ALAMEDA POWER & TELECOM (AP&T)

51. The applicant shall provide utility information as required by AP&T staff together with building permit plans for review and approval by AP&T.

#### HOLD HARMLESS

52. The applicant, or its successors in interest, shall defend, indemnify, and hold harmless the City of Alameda or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to attack, set aside, void, or annul, an approval of the City concerning this project, which action is brought within the time period provide for in the Government Code. The City of Alameda shall promptly notify the applicant of any claim, action or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails

to cooperate fully in the defense, the subdivider shall not hereafter be responsible to defend, indemnify, or hold harmless the City.

#### ACKNOWLEDGMENT OF CONDITIONS

53. Prior to the issuance of any building permit for the site, the applicant shall acknowledge in writing all of the conditions of approval and must accept this permit subject to those conditions and with full awareness of the provisions of Chapter 30 of the Alameda Municipal Code in order for the Planned Development to be exercised.

#### VESTING

54. The Planned Development shall terminate one (1) year from October 23, 2006, and shall expire on **October 23, 2007**, unless actual grading, construction or alteration under valid permits has begun, or the applicant applies for and is granted a one-time one (1) year extension prior to the expiration of the Use Permit.
55. The Design Review approval shall terminate one (1) year from October 23, 2006, and shall expire on **October 23, 2007**, unless actual grading, construction under valid permit has commenced, or the applicant applies for and is granted a one time twelve (12) months extension prior to the expiration of the Design Review.

#### MASTER PLAN, TENTATIVE MAP AND MMRP COMPLIANCE

56. The Planned Development shall be in substantial compliance with the provisions of the Grand Marina Master Plan (September 15, 2006), and other entitlements, as amended, City infrastructure design standards, as revised by the City Engineer, as well as the mitigations contained in the Mitigation and Monitoring Reporting Program prepared for the Grand Marina Village Project.

#### PLANNING BOARD CONDITIONS

57. The applicant will study the feasibility of exposing the underlying wood planks and provide a consistent cosmetically appealing walking and bicycling surface. If upon further study by the applicant, it is determined by the Planning and Building Director that exposing the existing wood planks is financially infeasible, unsafe, or contrary to water quality standards, the Planning Director may approve an asphalt resurfacing plan.
58. To provide a continuous waterfront promenade with consistent materials throughout the Northern Waterfront, the existing asphalt pedestrian path from Grand Street to the Alaska Packers building will be replaced with a

concrete path to match the concrete path provided along the Marina Cove waterfront.

59. The applicant shall provide signage to direct traffic down Fortmann to the marina parking lot to discourage use of Hibbard by marina-bound traffic.
60. The Grand Street sidewalk shall be widened to facilitate pedestrian access to the waterfront.
61. The waterfront open space landscaping plan between Hibbard and Alaska Packers should be revised to include larger areas of turf for informal seating.
62. The final architectural submittal to the Planning and Building Director shall include revisions to the third story elements to ensure compatibility with the City of Alameda Residential Design Guidelines for third stories.
63. The site plan shall be modified to extend the paseo (public pedestrian path) from Grand Street to the northern most triangle park.
64. The distribution of the ten affordable units will be adjusted so that a minimum of two of the ten units shall be three story units.

\* \* \* \* \*

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2007.

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Lara Weisiger, City Clerk  
City of Alameda

# **CITY OF ALAMEDA**

## **MEMORANDUM**

Date: January 16, 2007

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Re: Consideration of an Appeal of the Public Works Director's Decision to Deny a Request to Remove Eight Street Trees Along 2101 Shoreline Drive in Accordance With City's Master Tree Plan

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### **BACKGROUND:**

On December 12, 2006, Ms. Karen Guthrie submitted to the City Clerk a Petition for Appeal of the Public Works Director's decision to not authorize the removal of eight street trees along 2101 Shoreline Drive (see Attachment 1). According to the City's Consulting Arborist, these trees are at least 20 years old. Subsequent to the filing of Ms. Guthrie's appeal, a second appeal was filed by Mr. Robert C. Matz on behalf of all directly affected homeowners at The Willows (on file in the City Clerk's Office). In her follow-up December 20, 2006 letter (see Attachment 2), Ms. Guthrie suggested that Council consider a compromise that would allow the existing trees to remain and be "trimmed, topped or sculptured to a height not to exceed the first stories of residences."

### **DISCUSSION**

The submissions cited several reasons for appealing the decision to retain the eight existing healthy and established New Zealand Christmas street trees along Shoreline Drive. This report briefly summarizes the appellants' primary bases for appeal and provides a staff response to those issues to assist Council with their consideration of the appeal.

#### ***Basis For Appeal 1 - The Master Tree Plan Allows Healthy Trees to be Removed***

- The Master Tree Plan allows for healthy trees to be removed if they are causing damage to public property, which cannot be mitigated by root pruning. The City replaced sidewalk in May 2006 and "the roots are already raising the sidewalk creating an unsafe walking surface."
- The Master Tree Plan allows for healthy trees to be removed if they are causing damage to "private property that can not be mitigated by pruning, root pruning, feeding, irrigation and other maintenance." The term "damage" referenced in the Master Tree Plan does not require actual physical damage and obstruction of residents' views of the San Francisco Bay and skyline should be considered damage to public property, in the form of reduced property values, which cannot be mitigated by the methods stated in the Master Tree Plan.

Staff Response:

A review of the sidewalks and other public infrastructure in the area does not support the assertion by the appellants that public property damage is occurring that cannot be mitigated. In accordance with the Master Tree Plan, the City recently replaced the sidewalk along the Shoreline Drive frontage and pruned tree roots. While there is the potential for the tree roots to raise the sidewalk in the future, it is the City's long-standing policy to replace sidewalks rather than remove trees. The Master Tree Plan further states that tree removal is only permissible after all practical and reasonable alternatives have been considered. Since there are still options available for the City to consider to address the public property damage, including the use of rubberized sidewalk, additional root pruning, root shaving, etc., removal of the trees is not justified. In addition, staff has reviewed the condition of the sidewalk in front of 2101 Shoreline Drive and determined it to be acceptable and safe. Furthermore, the Public Works Department has developed a Comprehensive Sidewalk Program that modifies our current sidewalk replacement program to ensure the long-term viability and sustainability of our valued street trees. Staff is currently refining the program details based on feedback received from public meetings and expects to present the final program to Council in February.

The assertion that private property damage is occurring because the trees are affecting views and thereby reducing property values does not appear applicable. Reference in the Master Tree Plan to private property damage has always been considered to mean actual physical damage to the property. In addition, since the trees have been part of the Shoreline Drive streetscape for years, residents purchased their units with the knowledge that the trees were there and should have anticipated that the street trees would grow. Therefore, the City has not taken any actions to reduce the property values of the residences and the argument that reduced property values constitutes private property damage is not supported by the Master Tree Plan.

***Basis For Appeal 2 – Preservation of Views of the San Francisco Bay and Skyline***

- The Master Tree Plan created a "Shoreline-specific policy ... aimed at 'preserving views.'"
- The Public Works Director's conclusion that views are provided from the balconies and lower level of the properties at 2101 Shoreline Drive does not justify the denial to remove and replace the healthy street trees because it did not consider the percentage of view being obstructed, the limited use of the balconies during the rainy season, the "very little time" residents spend in the lower portion of their unit, and the costly modifications made to upper levels to maximize their views that are being obstructed by the trees.

Staff Response:

The Master Tree Plan does not recommend the removal of healthy and established trees to protect views. The only reference to preserving views is in the discussion of tree species for Shoreline Drive and the purpose of this section is to discuss the existing streetscape and abutting land uses, identify existing trees species, and recommend replacement trees, if applicable. This section does not discuss the conditions under which trees should be removed; those conditions

are contained in a different section of the Plan and those conditions for removing a healthy tree have been discussed in the previous section of this report.

There are no specific references in the Master Tree Plan that authorize the harvesting of healthy trees to preserve a resident's view. In fact, such a statement would be outside the objective of the Plan, which is to coordinate tree planting and maintenance procedures in a cost effective method that promotes the proper care of trees. Therefore, the protection of private property owners' views and the selection of street trees to provide such protection is clearly outside the Plan's objective. The City has no regulations that protect views. If the City were to adopt such regulations, they would be in the form of an enforceable Ordinance and not a Plan for tree care.

The Master Tree Plan does not recommend the removal of healthy trees to ensure residents along Shoreline Drive have unobstructed views of the San Francisco Bay and skyline. In fact, there are no references in the Master Tree Plan that discuss providing unobstructed views along Shoreline Drive. While staff accepts the appellant's assertion that the existing trees along Shoreline Drive do at least partially obstruct views of the Bay and San Francisco skyline from units within the Willows complex, views are provided. Furthermore, the New Zealand Christmas tree, which was one of three species of existing street trees along Shoreline Drive when the Plan was developed, is recognized in the Master Tree Plan as a suitable tree for planting along Shoreline Drive because it is slower growing, drought tolerant, and well suited for the area's coastal climate, salt air and gusty winds.

***Basis For Appeal 3 - Two Protest Hearings Were Held, First Decision Was Reversed***

- The Public Works Department had previously held a protest hearing regarding the application to remove and replace the eight existing street trees in accordance with the Master Tree Plan. After duly considering the issues presented in the application and the letters opposing the application, the Public Works Department consented to have the trees removed and replanted. No protest to this decision was received within the required appeal time period; therefore the trees should be removed and replanted.
- The Public Works Department held a second "unauthorized and unprecedented" protest hearing, "even though there is no provision for it under the Master Tree Plan."

**Staff Response:**

While two public meetings were held, they essentially functioned as one protest hearing because the first public meeting did not consider all the issues raised in the six letters received by the City protesting the removal of the trees. In fact, only one protester's concerns were considered and addressed at the first meeting and none of the other reasons for retaining the eight healthy trees was discussed or considered at the meeting. The second meeting, therefore, was a continuation of the one protest hearing and all issues of concern, both in favor of and opposed to the application to remove and replace eight healthy street trees were presented for consideration. The October 2006 letter that was issued by the Public Works Department was prematurely and inappropriately issued because staff had not fully considered all concerns raised by residents

protesting the removal of the eight healthy trees. Once all concerns were considered, the Public Works Department issued its letter to retain the eight existing healthy and established New Zealand Christmas street trees in front of Shoreline Drive.

***Proposed Compromise - Prune Trees More Aggressively than Allowed in Plan***

As stated previously, a follow-up letter from Ms. Guthrie suggests that Council consider a compromise that would allow the existing trees to remain and be “trimmed, topped or sculptured to a height not to exceed the first stories of residences.” The topping of trees is disallowed in the Master Tree Plan and it may not be possible to reduce the height of the existing trees to not exceed the first stories of residences without significantly damaging the appearance and health of the trees.

Since the Master Tree Plan specifically precludes the removal of healthy trees until “pruning, root pruning, feeding, irrigation and other maintenance” methods are tried and determined to be unsuccessful, and since the existing trees have not been pruned to improve the views of residents of The Willows, staff recommends that the trees be pruned to reduce the crown of the tree by 25% and that the interior of the tree be thinned as well. All work will be performed by our fiscal year contractor under the direct supervision of a Certified Arborist. The 25% reduction will not provide the amount of tree reduction requested by Ms. Guthrie, but will reduce the amount of foliage currently in the view corridor of the residents.

In addition, to ensure that the height of the trees is controlled, it will be necessary to provide annual pruning. The City’s tree pruning program has historically been funded at a level that allows trees to be trimmed every five to seven years. It is recommended that the City fund the pruning of all the Shoreline Drive street trees that front 2101 Shoreline Drive for this year and every five years thereafter and that the residents pay for the pruning of the trees for the intervening four years. This is similar to arrangements that the City has made with other residents that request more frequent street tree pruning or additional tree care.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

Staff’s recommendation will ensure that funding is provided every five years for the Shoreline Drive trees and require that the residents fully fund pruning and arborist’s costs for the intervening four years. The estimated annual cost for this work is approximately \$3,000. Since the City’s tree pruning program has historically been funded at a level that allows trees to be trimmed every five to seven years, there is no impact to the City’s General Fund, except for the additional staff time associated with the increased pruning activity.

**MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE**

In accordance with Guiding Policy 3.2.c of the General Plan, the City is to “(m)aintain and extend Alameda’s outstanding street tree system using the adopted Street Tree Management Plan

Honorable Mayor and  
Councilmembers

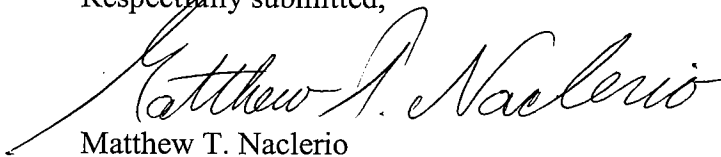
Page 5  
January 16, 2007

as a guide in the decision making process." In addition, Section 23-3.1 of the Alameda Municipal Code states that the supervision, control and management of the trees shall be in accordance with the City's Master Tree Program and that trees may be removed when "necessary for the public good."

RECOMMENDATION

Consideration of an appeal of the Public Works Director's decision to deny a request to remove eight street trees along 2101 Shoreline Drive in accordance with City's Master Tree Plan, confirm that all the street trees should be retained and direct staff to work with a Certified Arborist to prune the tree to reduce the height and fullness of the trees without affecting the long-term viability and sustainability of the trees.

Respectfully submitted,

A handwritten signature in black ink, reading "Matthew T. Naclerio". The signature is fluid and cursive, with the first name "Matthew" and last name "Naclerio" clearly legible.

Matthew T. Naclerio  
Public Works Director

MTN:gc

Attachments



for the City Council

PETITION FOR APPEAL OR CALL FOR REVIEW

for 2101 Shoreline Drive

This petition is hereby filed as an appeal or call for review of the decision of the

Public Works Director

(Planning Director/Zoning Administrator/Planning Board/Historical Advisory Board)

which

Denied/Granted/Established Conditions

for application (Application type)

for Tree Replacement at 2101 Shoreline Dr.

at

(Application Number)

(Street Address)

on Dec. 7, 2006 (Specify Date)

FILED DEC 12 2006

CITY OF ALAMEDA CITY CLERK'S OFFICE

The basis of the appeal or call for review is:

This request was granted by Pete Carrai on Oct 12 after the public hearing. Subsequently a protest was made to a City Council member and the request was reviewed and then denied

(If more space is needed, continue on the reverse side or attach additional sheets.)

Appellant: KAREN GUTHRIE on behalf of the 2101 Shoreline residents/owners who face

(Appellant Name(s), Planning Board Member or Council Member)

Address: 2101 SHORELINE S.F. Bay

(Appellant Address)

AMC Section 30-25, Appeals and Calls for Review, provides that within ten (10) days a decision of the Planning Director or Zoning Administrator may be appealed to the Planning Board, and decisions of the Planning Board or Historical Advisory Board may be appealed to the City Council. In addition to the appeal process, decisions of the Planning Director or Zoning Administrator may be called for review within ten (10) days to the Planning Board by the Planning Board or by the City Council and decisions of the Planning Board or the Historical Advisory Board may be called for review by the City Council or a member the City Council.

A processing fee of \$100.00 must accompany the Petition for Appeal. No fee is required for a Call for Review.

No fee. Lara Weisgen, City Clerk

(For Office Use Only)

Date Received Stamp

Received By:

Receipt No.:

Attachment #1

Agenda Item #5-B

01-16-07

by Mr. Macderis on Dec. 7<sup>th</sup>, 2006.

The homeowners whose views are being destroyed by the fast growing trees have always agreed to pay for their replacement with a slower growing tree. We believe that ~~the~~ our reasons were not taken in to consideration or that not enough information was given to the Public Works Director, therefore we wish to present our cause at a City Council meeting and have the Council hear our concerns over this reversal in the previous decision.

Laren Fitchie

522-6462

2101 Shoreline Dr # 212

RECEIVED

DEC 22 2006

PUBLIC WORKS  
CITY OF ALAMEDA

December 20, 2006

TO: Matthew T. Naclerio  
Public Works Director

FROM: Karen Guthrie  
Resident, Willows Condominiums

*Karen Guthrie*

After our telephone conversation on December 13, you asked me to write to you regarding the Willows Tree appeal to the City Council and the idea which might bring resolution to the continuing disagreement over the trees which the owners feel are obstructing our view of the Bay.

I was planning on talking about two subjects:

- 1). A request that the City Council agenda, whenever the date was established for our appeal to be heard, include adequate time to give the City Council members an awareness of the history surrounding this dispute. We would like to request a 20 minute time for our presentation.
- 2) I also suggested that an "everyone wins" suggestion might be for the Council to instruct The Public Works Department to add a phrase in the Tree Policy Page II-2, Shoreline Drive, stating something to the effect that when view were obstructed on properties which face San Francisco Bay, the trees could be trimmed, topped or sculptured to a height not to exceed the first story of residences. Since there is a special page for Shoreline Drive (and which probably now will affect those new developments at Alameda Point), this might bring about an equitable solution.

Since you mentioned that the agenda for City Council meetings was determined by the mayor

I am sending a copy of this letter to her.

cc: Beverly Johnson  
Mayor, City of Alameda

**Attachment #2  
Agenda Item #5-B  
01-16-07**

DEPT. OF PUBLIC WORKS			
Info	Act.	Route to	Copy Init
#1		Director	
		DPWD/ICE	
		PW Coord.	
		Maint Supr	
		Sup. Civ Engr	
		Land Dev	
		Enviro Prgm	
		Mgmt Anlyst	
		Dept Secty	
		STR	

12 File: Ref Tree appeal

**CITY OF ALAMEDA**  
**MEMORANDUM**

To: The Honorable Mayor  
and Members of the City Council

From: Debra Kurita  
City Manager

Date: January 16, 2007

Re: Approve Funding Request to Alameda Big Box Study  
Support not to Exceed \$50,000 From General Funds Reserves

**BACKGROUND**

During the past quarter, the Economic Development Commission, the Transportation Commission and Planning Board were asked to designate two members, each, to form a Big Box Retail Study group. The task of the group was to evaluate Big Box retail and determine issues related to its development, with the potential objective of developing a recommendation of policies regarding siting and function. To assist with this effort, staff is recommending employing the services of two firms, with services from Strategic Economics (SE), to provide retail market research, analyses and expertise and a second, not yet identified firm, to conduct community focus groups.

**DISCUSSION**

In the past SE has been intimately involved in assessing the City of Alameda's retail base, sales and leakage. This firm has provided analyses of the City's categories of retail leakage and potential market for retail attraction. It is recommended that SE be retained to assist in the preparation of research and review of materials for use by the Big Box Retail Study Group and also assist with the recruitment of experts in the retail and land use industry that will serve as panel resources for the Study Group and the Community. Also, SE will prepare materials for and help orchestrate a community forum at which Big Box Retail issues will be discussed. The cost of the scope of services for SE is \$26,000 including material expenses, video recording, reproduction, catering, and translation if necessary.

To supplement the economic analysis firm, it is recommended that an additional allocation of \$24,000 be designated for a firm to establish and conduct meetings of community-wide focus groups that test and provide input on the potential findings and recommendations of the Study Group. All other time necessitated by this evaluation will be provided jointly by staff of the Planning and Building and Development Services Departments. This work by the Study Group is anticipated to begin in mid-February.

**Agenda Item #5-C**  
**01-16-07**

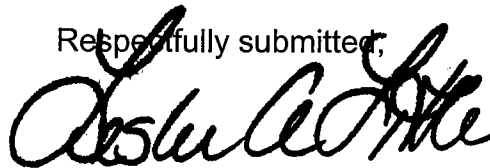
FISCAL IMPACT

Neither the Planning and Building Department nor the Development Services Department have consultant funds budgeted for this effort. Therefore, staff requests that the City Council authorize the use of General Fund reserves in an amount not to exceed \$50,000 to support the Big Box Retail Study Group and Community focus group effort.

RECOMMENDATION

It is recommended that the City Council approve a funding request for an Alameda Big Box Study not to exceed \$50,000 from General Fund Reserves.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Leslie A. Little', written over the typed name.

Leslie A. Little  
Development Services Director

DK:LAL:dc

Attachments: Big Box Study Committee  
City of Alameda FY 2006-2008 Citywide Priority Objectives  
Memorandum from SE Regarding Project Proposal

## BIG BOX STUDY COMMITTEE

### Milestone I    October - January

- 1) Create Committee
  - Selection of 2 representatives from Planning Board
  - Selection of 2 representatives from Economic Development Commission
  - Selection of 2 representatives from transportation Commission
- 2) Seek out consulting Agreement (still waiting for Agreement) from Economics firm to assist with discussion of retail big box, sales tax leakage, retail market, retail habits and impacts on traffic.
- 3) Send existing materials to Committee for review including 2004 Citywide Retail Policy, EDSP, articles regarding Big Box issues and discussions elsewhere.

### Milestone II    February - April

- 1) Hold workshops (undetermined number) to discuss Big Box Retail
  - a) Engage panel of retail experts to discuss definition of Big Box vs. large scale department stores. (what is it, size and behavior).
  - b) Discuss merchandising, impacts on other retail, streets and traffic, retail recruitment, shopping patterns.

### Milestone III    April - May

- 1) Engage focus groups in the City to test the impressions of the Committee and retail experts.

### Milestone IV    May

Hold public meetings on findings of work; take community input

### Milestone V    June

Make report and recommendations to EDC, Planning Board Transportation Commission

**CITY OF ALAMEDA  
FY 2006-2008  
CITYWIDE PRIORITY OBJECTIVES**

***Objective:*** Evaluate the social, economic, traffic and urban design issues and opportunities associated with “big box” retail in Alameda.

***City Objective:*** Ensure the community’s economic health.

**Lead Player:** Planning and Building Department

**Primary Players:** Development Services, Public Works

**Secondary Players:** Working Committee consisting of two members each of the Economic Development Commission, Planning Board and Transportation Commission

**Measurements:**

- 1) Sept – Dec 2006 – Create working committee, approve consultant agreement, forward background information to committee (2004 Citywide Retail Policy, Economic Development Strategic Plan, and articles regarding “big box” issues)
- 2) Jan – Feb 2007 – Hold panel discussions and workshops with professional experts and committee to discuss big box retail and identify issues and opportunities; prepare background report
- 3) Mar 2007 – Develop goals to address issues and opportunities; combine with background information in a white paper
- 4) Apr 2007 – Hold public workshops on white paper to seek community input
- 5) May – Jun 2007 – Prepare final report with recommendations and implementation actions to achieve goals
- 6) Jul 2007 - Present to boards and commissions
- 7) Aug 2007 – Present to City Council for approval

**Drivers:**

- 1) City Council and community interest in issues and opportunities associated with big box retail development in Alameda
- 2) Economic health and vitality of Alameda now and in the future

**Restrainers:**

- 1) Adequate staff
- 2) Consultant services required

**Budget Issues:**

- 1) No funds identified in the FY 2006/2007 budget
- 2) Consultant proposal - \$25,300



## MEMORANDUM

Date: January 09, 2007

To: Debbie Potter  
City of Alameda

From: Dena Belzer and Melissa Edwards

Project: Proposal

Subject: Alameda Big Box Forum

Strategic Economics (SE) is proud to submit the following proposal to bring together a panel of experts with experience evaluating the advantages and disadvantages of locating large-format general merchandisers within communities. Strategic Economics' work will be focused around a single forum bring experts together offering insights regarding big box retail in Alameda.

### PROJECT UNDERSTANDING

City staff, elected officials, citizens and property owners are looking for an unbiased discussion of the advantages and disadvantages inherent in adding big box retail to the community's retail mix. The following scope of services will assemble a group of professionals and experts who have special insight or experience with big box retail concepts the impact this retail type may pose for Alameda.

### SCOPE OF SERVICES

#### Task 0: Project Initiation

Strategic Economics and the City of Alameda will revise this scope and budget as needed ensure that the tasks that follow are meet the city's objectives for this effort. The scope of work, schedule and budget will be approved and integrated into a contract between Strategic Economics and the Client.

- **Deliverable:** refined scope of work, budget and executed contract.

#### Task 1: Issue Framing

Strategic Economics will prepare a short memorandum presenting an unbiased, distilled picture of the issues surrounding the potential introduction of big-box retail in Alameda. SE will review the history of analysis and reporting around retailing in Alameda and extract the key policy direction of the City. In addition Strategic Economics will interview area stakeholders to identify the breadth of concerns

among citizens, businesses, property owners, and city staff. Finally SE will prepare a review of literature and analysis that has looked at big box retail.

#### ***Formula-based Retail***

Formula-based businesses may be defined as restaurant, retail outlets, and service-based businesses that are required by contract to provide standardized services, methods of operation, décor, uniforms, architecture, etc. Formula-based retailers include national chain stores, fast-food restaurants with multiple outlets, free-standing restaurants w/ multiple outlets, regional chains, franchises, etc. The investigation and framing of big-box stores may expand its focus to include formula-based retail generally (of which big box is a subset) if the City so desires.

The framing memo that is prepared will be used as an outreach tool to communicate with City staff, community members and panel participants about the issues that the forum expects to address. A portion of this task may be reserved for preparing shorter synopses of the technical memo as preparation for public outreach materials.

- ***Deliverable:*** Refined scope of work, budget and executed contract.

## Task 2: Event Planning and Logistics

Strategic Economics will assume primary responsibility for coordinating the logistics of the forum, including:

- Recruiting panel participants
- Briefing panel participants
- Scheduling the forum
- Securing an event location
- Communicating with City Staff
- Catering
- Preparing outreach materials
- Site logistics
- Presentation Materials
- Transportation
- Press Releases

Strategic Economics will work closely with city staff to select and recruit the best mix of individuals to participate in the panel discussion. The panel may include, but is not limited to:

- Professional Economists
- Public Policy Analysts
- Academics
- City staff or elected officials from other cities
- Real estate professionals with expertise in retail
- Area brokers

The budget associated with this scope incorporates SE staff time required to coordinate the logistics leading up to and following the forum. Material expenses incurred in this process, such as reproduction, catering, audio and video recording, and translation are assumed to be the responsibility of the City of Alameda. Strategic Economics will work with the City's Webmaster to make preliminary and follow-up materials available on the internet.

### Task 3: Presentation and Facilitation

Strategic Economics will use the information prepared in Task 1 to prepare and deliver a presentation as an opening to the forum and an introduction the issues to be discussed. The forum will be moderated by Dena Belzer or other designee as desired by the City.

- ***Deliverable:*** One presentation.

### Task 4: Reporting and Summary

Strategic Economics will carefully record the forum discussion and any written comments submitted by participants or members of the audience. In addition, SE may reserve a portion of the budget for this task to conduct research requested by the Client as a follow-up to questions or points raised in the forum.

SE will use these outcomes to identify an overall response to big box (or formula-based) retail that best meets the issues, concerns and opportunities raised through the forum. The outcome will be articulated in a summary memorandum that will also identify regulatory tools, policies and/or programs that support or enforce the desired outcome. In addition, additional follow-up research will be summarized in the final memo.

The final memo will include:

1. A review of the issue surrounding Big-Box (or formula-based) retail in Alameda
2. A description of the goals and important details (speakers, available materials, etc.) associated with the forum
3. An summary of the issues and questions raised in the forum
4. If required, a summary of additional research addressing follow-up questions or issues raised at the forum
5. A summary synthesizing the overall “results” of the forum including points such as desired outcomes, issues for further consideration, consensus points, and points of controversy

The budget associated with this scope accounts for up two rounds of revisions to drafts of this memo. A small portion of the budget for this task will be reserved for preparing a very short summary of the memo which may be used for public relations uses such as follow-up information, press releases or web site text.

- ***Deliverable:*** Final memorandum and summary text for public relations.

## BUDGET

The following table summarizes the expected fees for completing the above scope of work.

	<b>Principal \$210</b>	<b>Associate \$110</b>	<b>Fee</b>
<i>Task 0: Project Initiation</i>	2	8	\$1,300
<i>Task 1: Issue Framing</i>	8	60	\$8,280
<i>Task 2: Event Planning and Logistics</i>	0	40	\$4,400
<i>Task 3: Presentation and Facilitation</i>	8	20	\$3,880
<i>Task 4: Reporting and Summary</i>	4	60	\$7,440
<b>TOTAL</b>	<b>22</b>	<b>188</b>	<b>\$25,300</b>

## SCHEDULE

Strategic Economics expects that the span of time required to accomplish the tasks described above will be equal to approximately eight weeks. However, the schedule for this project will be determined by the timing of the forum and the time required for public notice of the event.

CITY OF ALAMEDA ORDINANCE NO. \_\_\_\_\_

Approved as to Form

  
City Attorney

APPROVING DEVELOPMENT AGREEMENT DA-06-0003 BY AND BETWEEN THE CITY OF ALAMEDA AND PALMTREE ACQUISITION CORPORATION (SUCCESSOR BY MERGER TO CATELLUS DEVELOPMENT CORPORATION) GOVERNING THE DEVELOPMENT OF UP TO 400,000 SQUARE FEET OF OFFICE SPACE; A 20,000 SQUARE FOOT HEALTH CLUB; AND 300,000 SQUARE FEET OF RETAIL SPACE OR 50,000 SQUARE FEET OF RETAIL SPACE AND 370,000 SQUARE FEET OF RESEARCH AND DEVELOPMENT SPACE

BE IT ORDERED by the City Council of the City of Alameda that:

Section 1. In accordance with Subsection 30-91 of the Alameda Municipal Code, Development Agreement DA-06-0003, as shown on Exhibit "A", is hereby adopted for real property generally located north of Tinker Avenue, south of the Oakland Estuary, west of Mariner Square Loop and Webster Street and east of the United States Coast Guard housing development within the City of Alameda, County of Alameda, State of California.

Section 2. The above Development Agreement DA-06-0003 shall be known as and referenced to as the Alameda Landing Mixed Use Development Project Development Agreement by and between the City of Alameda and Palmtree Acquisition Corporation (successor by merger to Catellus Development Corporation), dated December 5, 2006.

Section 3. This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage, subject to the execution of the Development Agreement.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 and/or Section 1085 may be prosecuted more than ninety (90) days following the date of this decision or any final action on any appeal, plus extensions authorized by California Code of Civil Procedure Section 1094.6.

\_\_\_\_\_  
Presiding Officer of the Council

Attest:

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda

\* \* \* \* \*

Final Passage of Ordinance #5-D  
1-16-07

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Alameda  
2263 Santa Clara Avenue  
Alameda, California 94501

FOR RECORDER'S USE ONLY

Record for the Benefit of  
the City of Alameda  
Pursuant to Government Code Section 6103

---

**DEVELOPMENT AGREEMENT  
(ALAMEDA LANDING MIXED USE COMMERCIAL PROJECT)**

**BY AND BETWEEN**

**THE CITY OF ALAMEDA**

**AND**

**PALMTREE ACQUISITION CORPORATION  
(SUCCESSOR BY MERGER TO CATELLUS DEVELOPMENT CORPORATION)**

DEVELOPMENT AGREEMENT  
(Alameda Landing Mixed Use Commercial Project)

THIS DEVELOPMENT AGREEMENT (Alameda Landing Mixed Use Commercial Project) ("Development Agreement" or "Agreement") is made and entered into as of \_\_\_\_\_, 2006 ("Agreement Date") by and between the CITY OF ALAMEDA, a municipal corporation organized and existing under the laws of the State of California ("City"), and PALMTREE ACQUISITION CORPORATION, a Delaware corporation ("Developer") (a subsidiary of ProLogis, a Maryland real estate investment trust) (successor by merger to Catellus Development Corporation). City and Developer are referred to individually as "Party," and collectively as the "Parties."

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of City and Developer.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code (the "Development Agreement Legislation") which authorizes City and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the property.

B. Pursuant to Government Code Section 65865, City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements, which procedures and requirements are contained in City Municipal Code Chapter XXX, Article VII (the "City Development Agreement Regulations"). This Development Agreement has been processed in accordance with the City Development Agreement Regulations.

C. The United States Navy ("Navy") owned in fee approximately 146 acres, which was the former Fleet Industrial Supply Center ("FISC"). The FISC closed in September 1998. The Navy initiated the disposal process for Alameda pursuant to the Defense Base Closure and Realignment Act of 1990. Special legislation authorized the transfer of the FISC to City. The Navy conveyed the FISC to the City. Subsequently, the City conveyed the FISC to the Community Improvement Commission of Alameda ("CIC").

D. Pursuant to the Disposition and Development Agreement (Alameda Landing Mixed Use Project) between CIC and Developer approved by the CIC on \_\_\_\_\_, 2006 (the "DDA"), and subject to the conditions therein, CIC is obligated to sell to Developer and Developer is obligated to purchase from CIC portions of the FISC, consisting of approximately 73 acres (the "Property" or "Alameda Landing Property"), and improve certain publicly-accessible open space consisting of a minimum of approximately eight acres, for the development of a mixed use project (the "Project" or "Alameda Landing Project").

E. The Alameda Landing Project shall be developed in accordance with two (2) separate Development Agreements, this Agreement and that certain Development Agreement (Alameda Landing Mixed Use Residential Project) (the “Alameda Landing Residential Project DA”), recorded concurrently herewith. This Agreement and the Alameda Landing Residential Project DA are sometimes referred to herein together as the “Development Agreements”).

F. The portion of the Alameda Landing Property subject to this Agreement is more particularly described in Exhibit A attached hereto (the “Alameda Landing Commercial Property” or “ALC”) and shown on the map set forth in Exhibit B attached hereto. The portion of the Alameda Landing Property that is subject to the Alameda Landing Residential DA is referred to herein as the “Alameda Landing Residential Property” or “ALR”.

G. The portion of the Alameda Landing Project to be developed pursuant to this Agreement shall be referred to as the “Alameda Landing Commercial Project” or “ALC”. The portion of the Alameda Landing Project to be developed pursuant to the Alameda Landing Residential DA shall be referred to as the “Alameda Landing Residential Project” or “ALR”.

H. The complexity, magnitude and long-range nature of the Alameda Landing Project would be difficult for Developer to undertake if City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Alameda Landing Project. As a result of the execution of this Development Agreement, both Parties can be assured that the Alameda Landing Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Alameda Landing Project. Furthermore, while City or CIC may approve other projects after the Agreement Date which place a burden on City’s infrastructure, it is the intent and agreement of the Parties that Developer’s right to build and occupy the Alameda Landing Project, as set forth in the Project Approvals (defined in Section 1.5 of this Development Agreement), shall not be diminished as a result of such other projects and that Developer’s cost to develop the Alameda Landing Commercial Project shall not be increased as a result of such other projects.

I. City is desirous of advancing the socioeconomic interests of City and its residents by promoting the productive use of underdeveloped, former military base property and encouraging quality development and economic growth, thereby enhancing employment opportunities for residents and expanding City’s property tax base. City is also desirous of gaining the Public Benefits of the Alameda Landing Project, which are in addition to those dedications, conditions and exactions required by laws or regulations and as set forth in this Development Agreement, and which advance the planning objectives of, and provide benefits to, City. By entering into this Development Agreement, City also intends to cooperate with CIC, and to apply City authority and powers to facilitate the implementation of the project goals of CIC as set forth in the DDA.

J. City has determined that by entering into this Development Agreement: (1) City will ensure the productive use of underdeveloped, former military base property and foster

orderly growth and quality development in City; (2) development will proceed in accordance with the goals and policies set forth in the City of Alameda General Plan ("General Plan") and will implement City's stated General Plan policies; (3) City will receive substantially increased property tax and sales tax revenues; (4) City will benefit from increased employment opportunities for residents of City created by the Alameda Landing Commercial Project; and (5) City will receive Public Benefits (as described in Section 2.1 herein) provided by the Alameda Landing Commercial Project for the residents of City.

K. Developer has applied for, and City has granted, the Project Approvals in order to protect the interests of its citizens in the quality of their community and environment. As part of the Project Approvals, City has undertaken, pursuant to the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*, hereinafter "CEQA"), the required analysis of the environmental effects which would be caused by the Project and has determined those feasible mitigation measures which will eliminate, or reduce to an acceptable level, the adverse environmental impacts of the Project. The environmental effects of the proposed development of the Alameda Landing Property and adjacent Bayport residential project were originally analyzed by the Catellus Mixed Use Development EIR (the "Original EIR") certified by City in June 2000, which was supplemented by the Environmental Impact Report Addendum (the "First Addendum") approved by City on December 18, 2001, the Environmental Impact Report Addendum (the "Second Addendum") approved by City on April 26, 2004, and the Environmental Impact Report Addendum (the "Third Addendum") approved by City on September 25, 2006. City has completed and certified a Supplemental Environmental Impact Report for the Alameda Landing Mixed Use Development Project (A Supplement to the 2000 Catellus Mixed Use Development EIR) (together with the Original EIR, as supplemented by the First Addendum, the Second Addendum, and the Third Addendum, the "EIR") in connection with the Project, including the Project Approvals. City has also adopted a revised mitigation monitoring program to ensure that those mitigation measures incorporated as part of, or imposed on the Project are enforced and completed. Those mitigation measures for which Developer, the City and the CIC are responsible are incorporated into, and required by, the Project Approvals. City has also adopted findings of fact and statements of overriding considerations for those adverse environmental impacts of the Project that may not or cannot be mitigated to an acceptable level.

L. In addition to the Project Approvals, the Alameda Landing Project may require various additional land use and construction approvals, termed Subsequent Approvals, from City and CIC in connection with development of the Alameda Landing Project.

M. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan.

N. On July 24, 2006, the City of Alameda Planning Board ("Planning Board"), the initial hearing body for purposes of development agreement review, recommended approval of this Development Agreement pursuant to Resolution No. PB-06-29. On \_\_\_\_\_, 2006,

the City of Alameda City Council ("City Council") adopted its Ordinance No. \_\_\_\_\_ approving this Development Agreement and authorizing its execution.

O. For the reasons recited herein, City and Developer have determined that the Alameda Landing Commercial Project is a development for which this Development Agreement is appropriate. This Development Agreement will eliminate uncertainty regarding Project Approvals (including the Subsequent Approvals), thereby encouraging planning for, investment in and commitment to use and development of the Alameda Landing Commercial Property. Continued use and development of the Alameda Landing Commercial Property will in turn provide substantial housing, employment, and property and sales tax benefits as well as other public benefits to City, and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Legislation was enacted.

P. The terms and conditions of this Development Agreement have undergone extensive review by City staff, its Planning Board and its City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the City General Plan, the Development Agreement Legislation, and the City Development Agreement Regulations and, further, the City Council finds that the economic interests of City's residents and the public health, safety and welfare will be best served by entering into this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Developer agree as follows:

## ARTICLE 1. GENERAL PROVISIONS

### 1.1. Parties

1.1.1. City. City is a California municipal corporation, with offices located at 2263 Santa Clara Avenue in the City of Alameda, California. "City," as used in this Development Agreement, shall include City and any assignee of or successor to its rights, powers and responsibilities.

1.1.2. Developer. Developer is a Delaware corporation, which is a subsidiary of ProLogis, a Maryland real estate investment trust ("ProLogis"), with offices located at 807 Broadway, Suite 210, Oakland, California. "Developer," as used in this Development Agreement, shall include Palmtree Acquisition Corporation and any permitted assignee or successor-in-interest as herein provided.

### 1.2. Property Subject to this Development Agreement

1.2.1. Alameda Landing Commercial Property. All of the Alameda Landing Commercial Property, as described in Exhibit A and shown in Exhibit B, shall be subject to this Development Agreement, subject to Sections 1.2.2 and 1.2.3 below.

1.2.2. Additions to Property. Upon the acquisition by the CIC or Developer of the approximately one and thirty-eight hundredths (1.38) acre former railroad right of way (the "UP Right of Way") shown on Exhibit B and included in the Master Plan (as defined below), the portion of the UP Right of Way that bisects the Alameda Landing Commercial Property shall automatically become part of the Alameda Landing Commercial Property and the City and Developer shall execute and record an Administrative Amendment of this Agreement in accordance with Section 6.4.3 to amend the legal description of the Alameda Landing Commercial Property attached hereto as Exhibits A and B to add such portion of the UP Right of Way.

1.2.3. Mapping Adjustment. The Parties acknowledge and agree that the legal description attached hereto as Exhibit A is a metes and bounds description, which describes a portion of certain "remainder" property owned by the CIC. If the Parties determine that an adjustment of the legal description attached hereto as Exhibit A is required solely as a result of any discrepancy between the metes and bounds legal description and the Parcel Map (as defined in the DDA) that maps the Alameda Landing Property (other than caused by the addition of the UP Right of Way pursuant to Section 1.2.2), then the Parties shall execute and record an Administrative Amendment of this Agreement in accordance with Section 6.4.3 solely to amend Exhibit A to this Development Agreement, and if applicable, the City shall cause the developer under the Alameda Landing Residential DA to execute an amendment solely to amend Exhibit A thereto, to adjust the legal description of the Alameda Landing Commercial Property and the Alameda Landing Residential Property, respectively, to conform to the Parcel Map.

1.3. Term.

1.3.1. Effective Date. This Development Agreement shall become effective upon the effectiveness of the ordinance approving this Agreement (the "Effective Date").

1.3.2. Term of the Agreement. The term ("Term") of this Development Agreement shall commence upon the Effective Date and shall continue in full force and effect until the termination of the DDA, unless extended or earlier terminated as provided in this Agreement. The Term has been established by the Parties as a reasonable estimate of the time required to develop the Alameda Landing Commercial Project and obtain the Public Benefits of the Alameda Landing Commercial Project. In establishing and agreeing to such Term, City has determined that the Project Approvals (as defined in Section 1.5) (including this Development Agreement) incorporate sufficient provisions to permit City to adequately monitor and respond to changing circumstances and conditions in granting permits and approvals and undertaking actions to carry out the Alameda Landing Commercial Project.

1.3.3. Consequences of Effective Date Occurring After Agreement Date. The Alameda Landing Commercial Project shall be subject to the Applicable Rules and Vested Elements in effect as of the Agreement Date and the Impact Fees that are set forth in this Development Agreement. Any changes to the Applicable Rules or Vested Elements or Impact Fees that occur after the Agreement Date shall not be applicable to the Alameda Landing Commercial Project, except as explicitly permitted in this Development Agreement.

1.4. Disposition and Development Agreement. The Alameda Landing Commercial Project is the subject of both this Development Agreement and the DDA. It is the intent of the Parties, to the maximum extent feasible and consistent with the documents' respective functions, to make this Development Agreement and the DDA consistent with one another as follows:

1.4.1. Common Terms or Provisions; Conflict. With respect to provisions or definitions so indicated, this Development Agreement adopts identical provisions or definitions in the DDA. If such provisions in the DDA are amended, then, unless the Parties mutually agree otherwise, the City shall adopt the same amendment to this Development Agreement at the next possible hearing date of the City Council, without imposing any other terms as a condition to such amendment.

1.4.2. DDA as Project Approval. The DDA is listed in Section 1.5 as a Project Approval. To the extent that provisions of the DDA are material to securing to the Developer the Vested Elements set forth in Section 1.5, the City recognizes such provisions and agrees to take those actions reasonably necessary and within its power and jurisdiction to make such provisions applicable to its regulation of the Alameda Landing Project.

1.5. Project Approvals. Developer has applied for and obtained various environmental and land use approvals and entitlements related to the development of the Alameda Landing Project, as described below. For purposes of this Development Agreement, the term "Project Approvals" shall mean all of the approvals, plans and agreements described in this Section 1.5.

1.5.1. EIR. The Original EIR (State Clearinghouse No. 1998112078), which was prepared pursuant to CEQA, was recommended for certification by the Planning Board on May 13, 2000, by Resolution No. PB-00-36, and certified with findings by the City Council on May 31, 2000, by Resolution No. 13216 (certifying EIR) and Resolution No. 13217 (adopting findings). The Original EIR was supplemented by the First Addendum approved by the City on December 18, 2001, the Second Addendum approved by the City on July 6, 2004, and the Third Addendum approved by City on October 3, 2006. The Original EIR, as supplemented by the First Addendum, the Second Addendum, and the Third Addendum, was supplemented by a Supplemental EIR for the Alameda Landing Project (State Clearinghouse No. 2006012091), which was prepared pursuant to CEQA, recommended for certification by the Planning Board on July 24, 2006, by Resolution No. PB-06-25, and certified with findings by the City Council on \_\_\_\_\_, 2006, by Resolution No. \_\_\_\_\_ (certifying EIR) and Resolution No. \_\_\_\_\_ (adopting findings).

1.5.2. General Plan Amendments. On \_\_\_\_\_, 2006, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Resolution No. \_\_\_\_\_, approved amendments to the City General Plan (the "General Plan Amendments") which:

a. re-designated the Alameda Landing Property formerly designated as Business Park to Specified Mixed Use Area to allow development of: (i) up to 300 residential units; (ii) (A) up to three hundred thousand (300,000) square feet of retail space ("Variant A"), or (B) up to fifty thousand (50,000) square feet of retail space and three hundred seventy thousand (370,000) square feet of research and development space ("Variant B"); (iii)

up to twenty thousand (20,000) square feet of health club facilities; and (iv) up to four hundred thousand (400,000) square feet of office space with supporting ground floor retail and service uses; and

b. amended Sections 2.2, 2.3 and 2.6 and associated tables of the Land Use Element to reflect the new Specified Mixed Use Area.

1.5.3. Amendment to the Business Waterfront Plan. On June 6, 2000, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. 2835, approved an amendment ("BWIP Amendment") to the Business Waterfront Improvement Plan ("BWIP") to revise the land use designation of the Alameda Landing Property to Mixed Use. The General Plan Amendments are consistent with the Mixed Use designation under the BWIP.

1.5.4. Disposition and Development Agreement. On \_\_\_\_\_, 2006, after a duly noticed public hearing, CIC, by Resolution No. \_\_\_\_\_, approved the DDA for the Alameda Landing Property.

1.5.5. Master Plan. On June 6, 2000, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. 2834, approved the *Catellus Alameda Project Master Plan* (the "Original Master Plan"). On January 2, 2002, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. \_\_\_\_\_, approved a First Amendment to the master plan (the "Master Plan First Amendment") to incorporate additional multi-family affordable housing. On July 6, 2004, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. \_\_\_\_\_, approved a Second Amendment to the master plan (the "Master Plan Second Amendment") that incorporated a stormwater detention pond and pumping station. On \_\_\_\_\_, 2006, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. \_\_\_\_\_, approved a Third Amendment to the master plan (the "Master Plan Third Amendment") to (a) permit (i) specified mixed use residential uses in an approximate 25.6-acre portion of the Property and (ii) specified mixed use retail, office, research and development and health club uses in an approximately 57-acre portion of the Property, (b) specify site and design guidelines for the Property, and (c) provide procedures for approving mixing of uses between portions of the Property generally designated for retail, office and residential uses. In addition, the Third Amendment renamed the master plan the *Bayport/Alameda Landing Project Master Plan* (as amended, the "Master Plan").

1.5.6. Development Agreement. On \_\_\_\_\_, 2006, following Planning Board review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. \_\_\_\_\_, approved this Development Agreement and authorized its execution.

1.5.7. Subsequent Approvals. The Parties agree that in order to develop the Alameda Landing Project (including the demolition, backbone infrastructure and private infrastructure ("Demolition", "Backbone Infrastructure" and "Private Infrastructure", each as defined in the DDA) as contemplated in this Development Agreement, the Alameda Landing Project may require development permits, and use and/or construction approvals other than those

listed in Sections 1.5.1 through 1.5.6 above and 1.5.8 below, which may include, without limitation: Development Plans, amendments to applicable redevelopment plans, conditional use permits, variances, subdivision approvals, street abandonments, design review approvals, demolition permits, improvement agreements, infrastructure agreements, grading permits, building permits, right-of-way permits, lot line adjustments, site plans, sewer and water connection permits, certificates of occupancy, parcel maps, lot splits, landscaping plans, master sign programs, transportation demand management programs, and encroachment permits (collectively, "Subsequent Approvals"). At such time as any Subsequent Approval applicable to the Alameda Landing Commercial Property is approved by the City and/or the CIC, as applicable, then such Subsequent Approval shall become subject to all the terms and conditions of this Development Agreement applicable to Project Approvals and shall be treated as a "Project Approval" under this Development Agreement.

1.5.8. Joint Implementation Agreement. On May 31, 2000, CIC and the City entered into the Joint Implementation Agreement Between the City of Alameda and the Community Improvement Commission of the City of Alameda Related to the Implementation of the Catellus Mixed-Use Development, setting forth, *inter alia*, processing procedures for the Subsequent Approvals and various actions to be undertaken by CIC and/or City to implement the Alameda Landing Project.

1.5.9. Master Demolition, Infrastructure, Grading and Phasing Plan. The City approved the Master Demolition, Infrastructure, Grading and Phasing Plan for the Catellus Mixed Use Development Project dated January 14, 2005.

1.6. Definitions. The capitalized terms used in this Development Agreement shall have the meanings set forth in Appendix I attached hereto, except as such terms are noted as defined in the DDA or in other agreements or plans as specified herein.

## ARTICLE 2. PUBLIC BENEFITS

2.1. Public Benefits. In consideration of, and in reliance on, City agreeing to the provisions of this Development Agreement, Developer will provide the public benefits ("Public Benefits") described in Exhibit C, which are over and above those dedications, conditions and exactions required by laws or regulations.

## ARTICLE 3. DEVELOPMENT OF THE PROPERTY

3.1. Project Development. Subject to the provisions of this Agreement and the DDA, Developer shall have the right to develop the Alameda Landing Commercial Project on the Alameda Landing Commercial Property, in accordance with the Vested Elements. Developer shall be entitled to all the rights under this Development Agreement during any time period in which it owns or has the right to own the Alameda Landing Commercial Property under the DDA.

3.2. Vested Elements. The permitted uses of the Alameda Landing Commercial Property, the maximum density and/or number of residential units, the intensity of use, the

maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development applicable to the Alameda Landing Commercial Property are as set forth in:

a. The General Plan of City on the Agreement Date, including the General Plan Amendments (“Applicable General Plan”);

b. The Zoning Ordinance of City on the Agreement Date (“Applicable Zoning Ordinance”);

c. The CIC’s inclusionary housing policy adopted on June 2, 2004 by Resolution No. 04-127 (the “Inclusionary Housing Policy”);

d. Other rules, regulations, ordinances and policies of City applicable to development of the Alameda Landing Commercial Property on the Agreement Date (collectively, together with the Applicable General Plan, the Applicable Zoning Ordinance, and the Inclusionary Housing Policy, the “Applicable Rules”); and

e. The Project Approvals (including *inter alia*, this Development Agreement and the Subsequent Approvals), as they may be amended from time to time upon Developer’s consent (such consent to be granted at the sole discretion of Developer) and City’s (and/or CIC’s) approval of the amendment in accordance with Section 6.4.2 of this Agreement; and are hereby vested in Developer, subject to, and as provided in, the provisions of this Development Agreement (“Vested Elements”). City hereby agrees to be bound with respect to the Vested Elements, subject to Developer’s compliance with the terms and conditions of this Development Agreement. The intent of this Section 3.2 is to cause all development rights which may be required to develop the Alameda Landing Commercial Project in accordance with the Project Approvals to be deemed vested in Developer.

### 3.3. Development Construction Completion.

3.3.1. Timing of Development; Pardee Finding. The DDA sets forth the CIC’s and Developer’s rights and obligations with respect to the timing and phasing of development of the Alameda Landing Commercial Property. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties’ agreement. To avoid the result reached in *Pardee*, the Parties agree that the provisions of the DDA with respect to the timing of development constitute provisions relating to the timing of development for purposes of *Pardee*, *supra*.

3.3.2. No Other Requirements. Nothing in this Development Agreement is intended to create any affirmative development obligations to develop the Alameda Landing Commercial Project at all or in any particular order or manner, or liability in Developer under this Development Agreement if the development fails to occur. The DDA sets forth Developer’s obligations regarding development of the Alameda Landing Commercial Project, and any default under the DDA (including failure to develop in accordance with the timing provisions of the

DDA) does not constitute a default under this Development Agreement. Such DDA obligations are not subject to the annual review process set forth in Article 5 herein, but default under the DDA may result in termination of Developer's rights to acquire all or part of the Alameda Landing Commercial Property as provided in the DDA. Such termination under the DDA may result in termination of this Agreement with respect to such land as provided in Section 9.4 herein.

3.3.3. Development Plans; Master Plan. Notwithstanding the terms of Section 30-4.20(i) of the City Zoning Ordinance (the MX, Mixed Use Planned Development District), Developer shall have the right to submit to the City for approval, and the City shall have the right to approve, development plans ("Development Plans") relating to proposed "Improvements" (as defined in the DDA) to be developed in a later phase of the Alameda Landing Commercial Project prior to the substantial construction of the Improvements described in the previously approved Development Plan for the Alameda Landing Project, provided, however, all phasing and Development Plans for the Alameda Landing Commercial Project, including changes thereto, shall be consistent with the MDGIP (as defined in Section 3.6.4(c)). In addition, the Master Plan shall be exempt from the requirements of Sections 30-4.20(f)(5) and (7) of the City Zoning Ordinance (the MX, Mixed Use Planned Development District).

3.3.4. Off-Premises Directional Signs. Notwithstanding Sections 30-37.2(b)(5) and 30-6.14 of the Alameda Municipal Code, the Planning Board may approve off-premises directional signs for the Alameda Landing Commercial Project as part of any Development Plan approval, without requiring a conditional use permit or sign permit, provided that such off-premises directional signs satisfy the standards set forth in Section 30-21.3(b). In approving such off-premises directional signs, the Planning Board may authorize exceptions from the requirements of Sections 30-6.1, 30-6.2 and 30-6.13 as appropriate to provide adequate directional signage to the Project until the Tinker Avenue Extension Project (as defined in the DDA) has been completed and is open to public traffic. If physically possible without violation of City safety standards or other restrictions governing construction of signs within public streets and rights of way, Developer shall have the right to place directional signs within the public right-of-way for Mariners Square Loop in accordance with City's sign installation construction standards.

3.4. Effect of Project Approvals and Applicable Rules; Future Rules.

3.4.1. Governing Rules. Except as otherwise explicitly provided in this Development Agreement, development of the Alameda Landing Commercial Property shall be subject to (a) the Project Approvals, and (b) the Applicable Rules.

3.4.2. Changes in Applicable Rules; Future Rules.

a. To the extent any changes in the Applicable Rules, or any provisions of future General Plans, Specific Plans, Zoning Ordinances or other rules, regulations, ordinances or policies (collectively, "Future Rules") (whether adopted by means of ordinance, initiative, referendum, resolution, policy, order or moratorium, adopted by the City Council, Planning Board, or any other Board, Commission or Department of City or any officer or employee thereof, or by the electorate) are not in conflict with the Vested Elements, such

changes or Future Rules shall be applicable to the Alameda Landing Commercial Project. For purposes of this Section 3.4.2(a), the word "conflict" means changes in the Applicable Rules or the provisions of the Future Rules that would (i) alter the Vested Elements, or (ii) frustrate in a more than insignificant way the intent or purpose of the Vested Elements in relation to the Alameda Landing Commercial Project, or (iii) materially increase the cost of performance of, or preclude compliance with, any provision of the Vested Elements, or (iv) delay in a more than insignificant way development of the Alameda Landing Commercial Project, or (v) limit or restrict the availability of Backbone Infrastructure, or (vi) impose limits or controls in the timing, phasing or sequencing of development of the Alameda Landing Commercial Project, or (vii) increase the permitted "Impact Fees" or add new Impact Fees. To the extent that changes in the Applicable Rules or the provisions of the Future Rules (whether adopted by means of ordinance, initiative, referendum, resolution, policy, order or moratorium, adopted by the City Council, Planning Board, or any other Board, Commission or Department of City or any officer or employee thereof, or by the electorate) conflict with the Vested Elements, they shall not apply to the Alameda Landing Commercial Project and the Vested Elements shall apply to the Alameda Landing Commercial Project, except as provided in Section 3.4.2(b) herein.

b. A change in the Applicable Rules or a provision of a Future Rule which conflicts with the Vested Elements shall nonetheless apply to the Alameda Landing Commercial Property if, and only if (i) consented to in writing by Developer; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) required by changes in State or Federal law as set forth in Section 3.4.3 below; (iv) it consists of changes in, or new fees permitted by, Section 3.6; (v) it consists of revisions to, or new Building Regulations permitted by, Section 3.11; or (vi) it is otherwise expressly permitted by this Development Agreement.

c. The Parties have prepared two (2) sets of the Project Approvals and Applicable Rules, one (1) set for City and one (1) set for Developer. If it becomes necessary in the future to refer to any of the Project Approvals or Applicable Rules, the contents of these sets are presumed for all purposes of this Development Agreement, absent clear clerical error or similar mistake, to constitute the Project Approvals and Applicable Rules.

3.4.3. Changes in Regional, State or Federal Laws. A change in the Applicable Rules or a provision of a Future Rule which conflicts with the Vested Elements shall nonetheless apply to the Alameda Landing Commercial Property if such change or Future Rule is mandated or reasonably necessary to comply with or carry out regional laws or regulations ("Regional Law") or state and federal laws, regulations or binding policies ("Federal Law" and "State Law"), taking into consideration, among other things, the assurances provided to Developer under this Development Agreement and the purpose and intent of the Vested Elements. In the event of the application of such a change in law or regulation, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Development Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Development Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such new law or regulation. In such an

event, this Development Agreement together with any required modifications shall continue in full force and effect. In the event that the change in Federal Law, State Law or Regional Law operates to frustrate irremediably and materially the vesting of development rights to the Alameda Landing Commercial Project as set forth in this Agreement, Developer may terminate this Agreement. In addition, Developer shall have the right to challenge (by any method, including litigation) the Regional Law, State Law or Federal Law preventing compliance with, or performance of, the terms of this Development Agreement and, in the event that such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect, unless the Parties mutually agree otherwise, except that if the Term of this Development Agreement would otherwise terminate during the period of any such challenge and Developer has not commenced with the development of the Alameda Landing Commercial Project in accordance with this Development Agreement as a result of such challenge, the Term shall be extended for the period of any such challenge.

3.4.4. Expansion of Development Rights. If any future local law or regulation, Regional Law, State Law or Federal Law expands, extends, enlarges or broadens Developer's rights to develop the Alameda Landing Commercial Project, then, (a) if such law is mandatory, the provisions of this Development Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Development Agreement shall be modified, upon the mutual agreement of Developer and City, as may be necessary to comply or conform with such new law. Immediately after enactment of any such new law, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Development Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

3.4.5. Conflicts. In the event of an irreconcilable conflict between the provisions of the Project Approvals (on the one hand) and the Applicable Rules (on the other hand), the provisions of the Project Approvals shall apply; provided however, that as set forth in Section 6.4, as Project Approvals are amended as provided in this Development Agreement, the Vested Elements as defined in this Development Agreement are deemed hereby to be automatically amended to reflect such amendments. In the event of a conflict between the Project Approvals (on the one hand) and this Development Agreement, in particular, (on the other hand), the provisions of this Development Agreement shall control.

### 3.5. Processing Subsequent Approvals.

3.5.1. Processing of Subsequent Approvals. In consideration of Developer entering into this Development Agreement, City agrees that it will accept, make completeness determinations, and process, promptly and diligently, all applications for Subsequent Approvals for the Alameda Landing Commercial Project, in accordance with the terms of this Development Agreement and the Joint Implementation Agreement referenced in Section 1.5.8 (as replaced, updated and/or amended in accordance with Section 3.5, the "Joint Implementation Agreement") notwithstanding any changes to processing procedures as a result of Future Rules. City and Developer agree that the procedures applicable to amendments of the Master Plan or

Development Plans shall be as set forth in this Development Agreement, the Joint Implementation Agreement and the Applicable Zoning Ordinance for the MX, Mixed Use Planned Development District, notwithstanding any subsequent changes by Future Rules to the Applicable Zoning Ordinance for the MX, Mixed Use Planned Development District, unless the Parties agree otherwise in writing. City will use its best efforts to anticipate and communicate to Developer issues and concerns that may arise in connection with any application prior to the application submittal if possible and as early as feasible in the permit process. Developer will use its best efforts to keep City informed of development applications as they mature, and anticipate and communicate issues of mutual concern prior to submittal of permit applications. City agrees that the scope of the review of applications for Subsequent Approvals shall be limited to a review of substantial conformity with the Vested Elements and the Applicable Rules (except as otherwise provided by Section 3.4), and compliance with CEQA. Where such substantial conformity/compliance exists, City shall not deny an application for a Subsequent Approval for the Alameda Landing Commercial Project.

3.5.2. Permit Processing. City and CIC have entered into the Joint Implementation Agreement. The City Manager shall have the authority, without further action by the City Council, to execute any replacement, update and/or amendment of the joint Implementation Agreement and the JIA Operating Memorandum (as defined in Section 3.5.3) on behalf of the City as is jointly agreed upon by the parties thereto as necessary to conform the Joint Implementation Agreement or the JIA Operating Memorandum to the provisions of the DDA and the Development Agreements. The Joint Implementation Agreement is deemed a Project Approval. The Joint Implementation Agreement provides for centralized review, sets forth normative time frames for all major permits for the Alameda Landing Commercial Project, and provides for the commitment of the financial resources and personnel necessary to achieve and maintain the time frames through establishment of a "Project Administration Office" (as defined in the Joint Implementation Agreement). City covenants that it shall cause the timely performance of all necessary City agencies to fulfill their obligations under the Joint Implementation Agreement. City acknowledges and agrees that the Joint Implementation Agreement is entered into for the benefit of City and CIC and for the express benefit of Developer, that Developer is entitled to rely on the Joint Implementation Agreement, receive benefits conferred by the Joint Implementation Agreement and enforce any provision of the Joint Implementation Agreement against any party to the extent that such provision may impact Developer, the Alameda Landing Commercial Project (including without limitation the Demolition, the Backbone Infrastructure and the Private Infrastructure) or the Project Approvals. City agrees that Developer shall be a third party beneficiary to the Joint Implementation Agreement and that City shall not amend the Joint Implementation Agreement without the prior written consent of Developer, not to be unreasonably withheld. Termination of the Joint Implementation Agreement shall not affect the Term or the continuing validity of this Development Agreement.

3.5.3. Project Administration Office. City agrees to establish and maintain the Project Administration Office under the terms of the Joint Implementation Agreement. At the election of Developer, either: (a) Developer shall pay City expedited processing fees (as set forth in Section 3.6.2 herein) in processing Subsequent Approvals for the Alameda Landing Commercial Project; or (b) City or CIC may charge and collect from Developer funds sufficient for reimbursement for the actual and reasonable costs incurred by the CIC Project

Administration Office (excluding any and all costs of the Project Administration Office itself identified in that certain Joint Implementation Agreement Operating Memorandum, dated June 2003, between the CIC, the City and Catellus Development Corporation (as replaced, updated and/or amended in accordance with Section 3.5.2, the "JIA Operating Memorandum")), in processing Subsequent Approvals for the Alameda Landing Commercial Project.

3.6. Development Fees, Exactions; and Conditions.

3.6.1. General. All fees, exactions, dedications, reservations or other impositions to which the Alameda Landing Commercial Project would be subject, but for this Development Agreement, are referred to in this Development Agreement either as "Processing Fees," or "Impact Fees."

3.6.2. Processing Fees. "Processing Fees" mean fees charged to the Alameda Landing Commercial Project to cover the cost of City review of applications for any permit or other review by City departments. Applications for Subsequent Approvals for the Alameda Landing Commercial Project shall be charged Processing Fees to allow the Project Administration Office to recover its actual and reasonable costs of processing Developer's Subsequent Approvals with respect to the Alameda Landing Commercial Project, as set forth in Section 3.5.3. Alternatively, with respect to any element of City review of the Alameda Landing Commercial Project, Developer may choose, at its sole election, instead to pay City "Expedited Processing Fees" which shall be the then-applicable current Processing Fees applicable throughout City for expedited processing (including the cost of retaining a consultant or extra-hire staff and City's customary overhead costs) and shall not, in any event at any time, be more than Expedited Processing Fees required for similar expedited approvals, permits and entitlements in City. Notwithstanding any election by Developer to pay City Expedited Processing Fees in lieu of the actual and reasonable costs of the Project Administration Office in processing Subsequent Approvals pursuant to Section 3.5.3, Subsequent Approvals for the Alameda Landing Commercial Project shall still be processed through the Project Administration Office.

3.6.3. Impact Fees. "Impact Fees" means monetary fees, exactions or impositions, other than taxes or assessments, whether established for or imposed upon the Alameda Landing Commercial Project individually or as part of a class of projects, that are imposed by City and/or CIC on the Alameda Landing Commercial Project in connection with any Project Approval (including Subsequent Approvals) for the Alameda Landing Commercial Project for any purpose, including, without limitation, defraying all or a portion of the cost of public services and/or facilities construction, improvement, operation and maintenance attributable to the burden created by the Alameda Landing Commercial Project. Any fee, exaction or imposition imposed on the Alameda Landing Commercial Project which is not a Processing Fee is an Impact Fee. No Impact Fees shall be applicable to the Alameda Landing Commercial Project except as provided in this Development Agreement. City understands that long-term assurances by City concerning Impact Fees were a material consideration for Developer agreeing to develop the Alameda Landing Commercial Project, to pay the Impact Fees set forth in Exhibit D of this Development Agreement and to provide the Public Benefits described in this Development Agreement. Pursuant to Exhibit D of this Development Agreement, the Alameda Landing Commercial Property shall be entitled to (i) a credit in the

amount of ninety-seven and one half percent (97.5%) of Citywide Development Fees (“CDF”) otherwise applicable to the Alameda Landing Commercial Project, because of Developer’s substantial investment in CDF-eligible improvements; and (ii) a credit in the full amount of the AB 939/Measure D Program Fee and the Street Restoration Fee otherwise applicable to the Alameda Landing Commercial Project, because the Alameda Landing Project’s substantial investments in off-site street resurfacing and improvements that would otherwise be funded and implemented by the City with use of these fees.

a. Only the specific Impact Fees listed in Exhibit D shall apply to the Alameda Landing Commercial Project, except as otherwise explicitly permitted by this Section 3.6.3(a). No change to an Impact Fee in Exhibit D (other than by the inflator, if any, permitted in Exhibit D) resulting in an increase in dollar amounts charged to the Alameda Landing Commercial Project that is adopted after the Agreement Date shall apply to the Alameda Landing Commercial Project. If, after the Agreement Date, City decreases the rate of any of its Impact Fees existing as of the Agreement Date, Developer shall pay the reduced Impact Fee in effect at the time of payment. No Impact Fee other than those listed in Exhibit D may be imposed on the Alameda Landing Commercial Project unless it is a fee which meets all of the following criteria: (i) the fee is imposed citywide on all single-family residential projects or office/research and development projects or retail projects (in which case the fee would be applicable only to the residential or office/research and development or retail portions of the Alameda Landing Commercial Project, respectively) on all new projects on a nondiscriminatory basis; (ii) the fee is not used, directly or indirectly, for new or replacement transportation infrastructure, utility infrastructure, park facilities or open space acquisition, educational facilities, housing, art or police or fire facilities; (iii) the fee meets all nexus tests and other legal requirements; and (iv) the fee is adopted by ordinance by the City pursuant to a nexus study which, in addition to other legal requirements, calculates the fee on new development based on a spread of the cost of the subject facility or facilities or to the entire population creating the need for or benefiting from the facility, whether that population is existing or new due to the development, and calculates the fee on new development based solely on the new development’s fair share of such cost spread. City acknowledges that no new fee may impose on new development the fair share of a facility or repair attributable to or benefiting the existing population, but City must instead charge such costs to the existing population through other fiscal devices or find alternative funding sources for such existing population’s fair share.

b. Developer retains all rights set forth in California Government Code § 66020. Nothing in this Development Agreement shall diminish or eliminate any of Developer’s rights set forth in such section.

#### 3.6.4. Conditions of Subsequent Approvals.

a. No conditions imposed on Subsequent Approvals shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those already included in the DDA, the Master Plan, the MMRP (as defined below), and/or the MDIGP (as defined below), unless expressly permitted by Section 3.4.2(b). In addition, any and all conditions imposed on Subsequent Approvals for the Alameda Landing Commercial Project must comply with Sections 3.6.2 and 3.6.3 herein.

b. City agrees that the only conditions it shall impose as conditions on parcel maps or tentative maps for the Alameda Landing Commercial Project (including without limitation the Parcel Map, as defined in the DDA) are: (i) conditions which it would otherwise have the authority to impose on lot line adjustments under the Applicable Rules; or (ii) conditions which ensure: (a) the parcels or lots are adequately configured to provide adequate frontage to public right-of-way, (b) that internal circulation is adequately sized and aligned to provide safe and convenient movement of automobiles, trucks, emergency vehicles, bicycles and pedestrians; and (c) that all necessary cross-easements and public access easements are provided to allow for public access, shared parking (in accordance with the Master Plan) and convenient access to public spaces; provided that nothing in this Section 3.6.4(b) shall relieve Developer of its obligation to comply with the MMRP (in accordance with Section 4.6) and the Master Plan (in accordance with Section 4.7).

c. The Parties acknowledge and agree that as part of the Subsequent Approvals for the Alameda Landing Commercial Project, Developer shall update and amend, consistent with the Master Plan, the Master Demolition, Infrastructure, Grading and Phasing Plan for the Catellus Mixed Use Development Project referenced in Section 1.5.9 (as updated and amended, the "MDIGP") for approval by the City Engineer consistent with this Development Agreement. The update of the MDIGP shall:

i. comply with the Policy of the Alameda/Catellus Program Steering Committee – Utility Demolition Criteria at East Housing Area, dated September 24, 2001, attached hereto as Exhibit E, which shall be modified as appropriate for specific conditions at the Alameda Landing Property;

ii. include, pursuant to City standards in effect as of the Effective Date or pre-approved design exceptions, all Backbone Infrastructure improvements required to serve proposed land uses identified in the Master Plan to be located along or beneath the following proposed public streets/intersections: signal at Fifth Street and Tinker Avenue intersections; Fifth Street between Tinker Avenue and the Mitchell Avenue extension; Fifth Street and Mitchell Avenue extension intersection; the Mitchell Avenue extension from the western boundary of the Alameda Landing Commercial Property to Mariner Square Loop; undergrounding the 115 kV line from the switch gear to the NCPA power plant between the substation located in the northeast corner of the Alameda Landing Commercial Property and the western boundary of the Alameda Landing Commercial Property, provided that the undergrounding of the transformer, switch gear and vault shall be at the sole election of Developer; Mitchell Avenue extension and Mariner Square Loop intersection; and Developer MSL Work (as defined in the DDA);

A. Mitchell Avenue is a designated truck route and the Mitchell Avenue extension shall be constructed in accordance with City's design standards and specifications in effect as of the Effective Date applicable to truck routes and consistent with the Master Plan with respect to right-of-way width;

B. Developer may elect to defer the undergrounding of the 115kV line if Developer posts performance and payment bonds for such work, even if Developer constructs the Mitchell Avenue extension in an earlier phase (if Developer elects to

underground the transformer, switch gear and vault, Developer may defer such undergrounding without posting performance or payment bonds therefor);

iii. include the “Waterfront Promenade” (as defined in the Master Plan) and wharf (including wharf decking and piles), all offsite improvement obligations of the Developer pursuant to the MMRP, all Private Infrastructure (as defined in the DDA) and all required utilities, including but not limited to, storm (including any required pump station), sewer, water and reclaimed water improvements within, or immediately adjacent to, the Alameda Landing Property that are necessary to serve the Alameda Landing Project;

iv. include a revision of the demolition plan to reflect the Master Plan option for reuse of existing warehouses along the waterfront, which may result in revisions to the final rough grade elevation;

v. include a plan for phasing infrastructure as required to serve each Development Plan phase and the City shall not require that infrastructure be provided in advance of the time it is needed to serve a particular Development Plan phase;

vi. include lighting, footpaths and landscaping; and

vii. include a preliminary grading and stock pile management plan.

The City shall not require the MDIGP update to address any infrastructure in addition to the infrastructure described in this Section 3.6.4(c). In addition, the City shall not require easements, dedications or reservations in connection with the MDIGP except as reasonably necessary to accommodate the infrastructure described in this Section 3.6.4(c) or as required pursuant to Section 3.6.4(b). Upon Developer’s request, City shall cooperate with Developer (a) to locate any new easements required for the Alameda Landing Project so as to minimize interference with development of the Alameda Landing Project; and (b) in Developer’s efforts to relocate or remove easements to facilitate development of the Alameda Landing Project.

### 3.7. Tinker Avenue.

3.7.1. Interim Tinker Work. Pursuant to the DDA, Developer has the right, but not the obligation, to perform or cause its “Affiliate” (as defined in the DDA) to perform the Interim Tinker Work (as defined in the DDA). If Developer so elects, upon completion and acceptance of the Interim Tinker Work, City shall open Tinker Avenue from Fifth Street to Webster Street for use by the general public.

### 3.7.2. Tinker Avenue Extension Project.

a. Developer shall be responsible for the Tinker Work Costs (as defined in the DDA) as provided in the DDA.

b. If Developer determines, pursuant to the DDA, that the Tinker Avenue Extension Project (as defined in the DDA) is feasible, the City shall: (1) construct the

Tinker Avenue Extension Project in accordance with the agreed upon Current Tinker Cost Estimate (as defined in the DDA), and (2) unless prohibited by law, retain Developer or Developer's Affiliate as the construction manager for the Tinker Avenue Extension Project. The City agrees to use its best efforts to complete the Tinker Avenue Extension Project, including, without limitation, acquiring all required permits to allow completion of, and acquiring all required rights-of-way to allow completion of, the Tinker Avenue Extension Project. The Tinker Avenue Extension Project shall be designed, constructed and installed in accordance with the plans and specifications and project report prepared for, and approved by, California Department of Transportation ("Caltrans") and in accordance with the Project Schedule to be agreed upon by Developer and the CIC pursuant to Section 6.1(f) of the DDA. Upon commencement of the Tinker Avenue Extension Project, the Tinker Avenue Extension Project shall be diligently prosecuted to completion, subject to delays resulting from the occurrence of one or more Force Majeure Events.

c. In the event of the Tinker Avenue Extension Infeasibility (as defined in the DDA), if Developer determines, pursuant to the DDA, that the Tinker Avenue Alternative Work (as defined in the DDA) is feasible, the City will perform the Tinker Avenue Alternative Work in accordance with the agreed upon Tinker Avenue Alternative Work Budget (as defined in the DDA), and, unless prohibited by law, the City will retain Developer or its Affiliate as the construction manager for the Tinker Avenue Alternative Work.

d. In the event of the Tinker Avenue Extension Infeasibility, if Developer determines, pursuant to the DDA, that the Tinker Avenue Alternative Work is infeasible and nevertheless does not terminate the DDA, Developer may proceed without the Tinker Avenue Extension Project and without the Tinker Avenue Alternative Work, provided that Developer pays the "Tinker In Lieu Payment" (as defined in the DDA), in which case nothing in this Development Agreement or the Project Approvals shall preclude the construction, development and operation of the Project without the Tinker Avenue Extension Project or the Tinker Avenue Alternative Work.

3.7.3. Permit to Enter. When and as required to construct the Backbone Infrastructure or to install utilities within property owned by the City or within public streets (including, without limitation, Mariner Square Loop), the City and Developer shall, upon Developer's reasonable prior request, execute a permit to enter or notice to proceed in a form similar to the form used by the CIC in the Bayport Project (as defined in the DDA), to permit Developer or its agents or designees to enter and access the necessary portions of property owned by the City, and, where applicable, assist in obtaining permits to enter as to real property leased or controlled by the City or a City agency for any purpose associated with Developer's rights and obligations under this Agreement.

3.8. Taxes and Assessments. Subject to the provisions of Section 3.6 above, City may impose new taxes and assessments, other than Impact Fees, on the Alameda Landing Commercial Property in accordance with the then-applicable laws, but only if such taxes or assessments are adopted by or after citywide voter or citywide landowner approval of such taxes or assessments and are equally imposed on other land and projects of the same category (i.e., all single-family residential projects or office/research and development projects or retail projects, in which case the tax or assessment would be applicable only to the residential or office/research

and development or retail portion of the Alameda Landing Commercial Project, respectively) within the jurisdiction of City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Alameda Landing Commercial Property vis-a-vis the other land and projects within City's jurisdiction or the portion of City's jurisdiction subject to the assessment. Nothing herein shall be construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Alameda Landing Commercial Property.

### 3.9. Life of Project Approvals and Subdivision Maps.

3.9.1. Life of Subdivision Maps. The terms of any tentative map in the Alameda Landing Commercial Project (including without limitation the tentative Parcel Map (as defined in the DDA)), any amendment or reconfiguration thereto, or any subsequent tentative map, shall be automatically extended such that such tentative maps remain in effect for a period of time coterminous with the term of this Development Agreement.

3.9.2. Life of Other Project Approvals. The term of all other Project Approvals (with the exception of design review, use permits, building permits, variances, the DDA and the Joint Implementation Agreement) shall be automatically extended such that these Project Approvals remain in effect for a period of time at least as long as the term of this Development Agreement. The terms of use permits, design review, building permits and variances shall be the longer of one (1) year, or the time period permitted by the Applicable Rules or Future Rules. The term of the DDA shall be the term specified therein. The term of the Joint Implementation Agreement shall be the term specified therein.

### 3.10. Further CEQA Environmental Review.

3.10.1. Reliance on Project EIR. The EIR, which has been certified by City as being in compliance with CEQA, addresses the potential environmental impacts of the entire Alameda Landing Project as it is described in the Project Approvals. Nothing in this Development Agreement shall be construed to require CEQA review of ministerial Subsequent Approvals. It is agreed that, in acting on any discretionary Subsequent Approvals for the Alameda Landing Commercial Project, City will rely on the EIR to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and City will not require a new initial study, negative declaration or subsequent or supplemental EIR unless required by law.

3.10.2. Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Alameda Landing Commercial Project (other than any additional CEQA documentation that is required as a result of the reverter/non-transfer of any portion of the Alameda Landing Property pursuant to the DDA, which is addressed in Section 9.4 herein), then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City shall conduct such CEQA review as expeditiously as possible. The cost and implementation of any additional mitigation measures or conditions requiring public improvements and/or public infrastructure may be imposed on the Subsequent Approvals for the Alameda Landing Commercial Project as a result of such CEQA process only to the extent otherwise permitted by Section 3.6 of this Development Agreement. In the event

that CEQA review of a Subsequent Approval for the Alameda Landing Commercial Project pursuant to this Section 3.10.2 identifies any additional mitigation measures or conditions that are not permitted by Section 3.6 of this Development Agreement, then City, at its election, shall, either: (a) cause the implementation of such mitigation measures or conditions at no cost and expense to Developer and in an expeditious manner; or (b) to the extent permitted by law, approve the Subsequent Approval without such mitigation measures or conditions being required (where such approval creates the requirement for preparation of an environmental impact report and the adoption of a statement of overriding considerations, City shall prepare such documentation at no cost and expense to Developer and in an expeditious manner). Notwithstanding the foregoing, the cost of (y) any CEQA documentation required (i) for the Tinker Avenue Alternative Work (as defined in the DDA) or (ii) to analyze a change in the Alameda Landing Commercial Project proposed by Developer, and (z) any mitigation measures imposed in connection therewith, shall be a Project Expenditure (as defined in the DDA). City agrees that, if City is not permitted to impose the cost of mitigation measures or conditions pursuant to Section 3.6, it shall not instead impose taxes or assessments on the Alameda Landing Commercial Property to cover any portion of the cost of such mitigation measures or conditions, unless such taxes or assessments are permitted pursuant to Section 3.8.

3.11. Building Regulations. “Building Regulations” consist of the Uniform Building Code as modified by the California Building Code and the Alameda Building Code and any ordinances which interpret these codes where such ordinances establish construction standards that are intended to be applied ministerially to the construction of improvements on private property and public infrastructure. Building Regulations applicable to building and construction throughout the City at the time Developer applies for the applicable permits for construction of any portion of the Alameda Landing Commercial Project (including without limitation the Backbone Infrastructure [including without limitation the Wharf (as defined in the DDA) improvements] and the Private Infrastructure) shall be applicable to the building and construction authorized by such permit, except if such Building Regulations conflict in any manner with the Vested Elements (as conflict is defined in Section 3.4.2 herein). In the event of such conflict, the particular Building Regulation which is in conflict with the Vested Elements shall not apply to or govern development or construction of the Alameda Landing Commercial Project (including without limitation the Backbone Infrastructure [including without limitation the Wharf (as defined in the DDA) improvements] and the Private Infrastructure) unless it is determined by City to be required by the most current Uniform Building Code. In the event of a dispute as to whether or not the particular Building Regulation in conflict with the Vested Elements is required by the most current Uniform Building Code, Developer shall have the right to have the City Council hear such dispute and make a determination evidenced through findings of fact based on substantial evidence as to whether such Building Regulation is so required by the current applicable Uniform Building Code.

3.12. Transportation Management.

3.12.1. Transportation Demand Management Program. Pursuant to the MMRP (as defined below), Developer shall implement a Transportation Demand Management Program (“TDM Program”). Concurrent with the first Alameda Landing Development Plan, Developer shall submit the TDM Program for all phases of the Alameda Landing Project, including the Alameda Landing Residential Project, in conformance with the requirements of Condition 11 of

the Master Plan Conditions (as defined in Section 4.7.1). Developer shall cause the first phase (as defined in Condition 11 of the Master Plan Conditions) of the TDM Program to be operational at the time specified in Condition 11 of the Master Plan Conditions.

a. Developer shall establish a funding mechanism to fund the operation of the TDM Program, such as an assessment district on the Alameda Landing Property, through a declaration of covenants, conditions and restrictions recorded against the Alameda Landing Property, or other mechanisms acceptable to the City and, with respect to the Alameda Landing Residential Property, permissible by the California Department of Real Estate. City shall, or shall cause the CIC to, cooperate with Developer in the establishment of such a funding mechanism. The funding mechanism shall provide for a budget (the "TDM Budget") of \$425,000 per year (in 2006 dollars) assuming full build out of the Project to the maximum permitted by the Master Plan. At full build out, the TDM Budget shall allocate no more than \$125,000 per year (in 2006 dollars) to a water shuttle and no less than \$300,000 per year (in 2006 dollars) to other TDM Program elements (including the TDM Program coordinator); provided that any reduction in funding for the water shuttle shall be at Developer's sole election; and provided further that any funds within the TDM Budget (i.e., funds generated from the Initial TDM Charges (as defined below), as escalated by the Bay Area Consumer Price Index (as defined below), as opposed to additional funds advanced or expended by Developer in its sole election) which Developer elects to no longer allocate to the water shuttle shall be allocated to other TDM Program elements as recommended by the TDM Coordinator, subject to approval by the City Council. Commencing on January 1 of the year after the Effective Date, the TDM Budget will increase by the percentage increase reflected in the Bay Area Consumer Price Index for the period between the Effective Date and that January 1. Each January 1 thereafter, the TDM Budget will increase by the percentage increase reflected in the Bay Area Consumer Price Index for that year. The TDM Budget shall be used to fund long-term annual operating and management expenses of the TDM Program (including, without limitation, expenses incurred for the transportation system manager, shuttle system and water shuttle operations and maintenance, marketing, feasibility studies, emissions assessments, transit passes, an annual surveys and reporting), but not capital expenses (such as construction and maintenance of the water shuttle landing, bike racks and storage facilities, purchase of shuttle vans or the water shuttle boat, or bus shelters). "Bay Area Consumer Price Index" shall mean the Consumer Price Index-All Items, 1982-1984 = 100, All Urban Consumers, for the San Francisco-Oakland-San Jose Metropolitan Area, or, if such index shall cease to be published, the substitute index prepared by the Bureau of Labor Statistics or such other index as may mutually agreed upon by the Parties.

b. The Parties acknowledge that, in accordance with Section 3.12.1(a) above, the TDM Program Budget shall be funded based on assessments or, fees or through other mechanisms acceptable to the City, that will be imposed on the Alameda Landing Property as it is developed, and that as a result, full funding and implementation of the TDM Program shall be dependent on the timing of development of the Alameda Landing Project. In order to achieve the TDM Budget, the following initial assessments or fees shall be imposed on the Alameda Landing Property: \$0.60 per gross leaseable square foot per year of office and health club space, \$0.36 per gross leaseable square foot per year of retail space and \$300 per market rate dwelling unit (the "Initial TDM Charges"). Notwithstanding anything to the contrary in the foregoing, Developer shall cause the TDM Program elements identified as the first phase of the TDM Program in Condition 11.4d of the Master Plan Conditions (as defined in Section 4.7.1) to be in

place no later than issuance of the certificate of occupancy for the 100,000th square foot of commercial space in the Alameda Landing Commercial Project or the 150th housing unit in the Alameda Landing Residential Project, whichever occurs first.

c. The annual reporting program prepared pursuant to Condition 11.f of the Master Plan Conditions (as defined in Section 4.7.1) shall be submitted to the City Council for review. Any recommendation by the TDM Coordinator pursuant to Condition 11.f to reallocate funds in excess of an aggregate of \$45,000 in the TDM Budget between TDM components in any annual reporting year to maximize the effectiveness of the TDM Program shall be submitted to the City Council for approval concurrently with such review.

~~b.d.~~ The TDM Program shall contain criteria for assessing the success of the TDM Program (the "Success Criteria"). The Success Criteria shall be developed as part of the TDM Program to be submitted for approval concurrent with the first Alameda Landing Development Plan pursuant to Section 3.12.1 above. Concurrently with its review of the fifth (5th) TDM Program annual report pursuant to Section 3.12.1(c) above, provided that the TDM Increase Conditions Precedent (as defined below) are met, then the City Council shall determine whether the TDM Program is meeting the Success Criteria. In the event that the TDM Increase Conditions Precedent are met and the City Council determines that the TDM Program is not meeting the Success Criteria, then no later than the date which is ninety (90) days after the City Council's determination, the Initial TDM Charges, as escalated by the Bay Area Consumer Price Index adjustment pursuant to Section 3.12.1(c) above, shall be increased by fifteen percent (15%), and such increase shall remain in effect for the remaining term of the DDA (which will cause the TDM Budget to be increased by fifteen percent (15%) assuming full build out of the Project to the maximum permitted by the Master Plan), provided that such increase may be funded by assessments or fees imposed on the Alameda Landing Property or by a Developer subsidy, or any combination thereof, at the sole election of Developer. For purposes of this Section 3.12.1(d), the "TDM Increase Conditions Precedent" shall be: (i) the Project IRR (as defined in Section 3.5(a) of the DDA) exceeds eighteen percent (18%); (ii) the Project is experiencing more rapid retail, office or residential absorption than anticipated in the initial Project absorption schedule attached hereto as Exhibit I (the "Unanticipated Success"); and (iii) the Unanticipated Success has caused the TDM Program to be insufficient in meeting some or all of the Success Criteria, and the funds generated by the increase in the TDM Budget will be used to assist in meeting such unmet Success Criteria.

3.12.2. Transportation Management Payments. Upon the issuance of the first certificate of occupancy for development on the Alameda Landing Commercial Property, the Developer shall make a one time payment of Thirty Thousand Dollars (\$30,000) to the City for its share of the cost of providing four (4) count stations to monitor the effectiveness of the TDM Program and traffic monitoring equipment, and funding a System Engineering Report (collectively, the "TDM Monitoring Program"). City agrees that there shall be no penalty, fine or other consequence (whether financial or otherwise) to the Vested Elements imposed on Developer in the event that any monitoring reveals that the TDM Program has not met any established goal.

ARTICLE 4.  
ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES; ALLOCATIONS OF  
RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Peralta Community College District Coordination. City agrees to use its best efforts to coordinate with the Peralta Community College District ("District") regarding any and all public improvements required in connection with the Alameda Landing Project (including without limitation improvements to the intersection of Atlantic Avenue and Webster Street) and/or the Tinker Avenue Extension Project that may affect property owned or controlled by the District, including without limitation coordinating any necessary right-of-way acquisition from the District with the District and CIC.

4.2. Conveyance of Backbone Infrastructure.

4.2.1. Acceptance; Maintenance. Upon completion of any and all Backbone Infrastructure to be completed by Developer, Developer shall offer for dedication to City from time to time as such Backbone Infrastructure is completed, and City shall accept from Developer (provided an MSD (as defined in Section 4.3) has been formed pursuant to Section 4.3 below for the maintenance of such Backbone Infrastructure), the completed Backbone Infrastructure (and release to Developer any bonds or other security posted in connection with performance thereof in accordance with the terms of such bonds), and thereafter City shall maintain, funded through the MSD, the Backbone Infrastructure. Developer may offer dedication of Backbone Infrastructure in phases and the City shall not refuse to accept such phased dedications so long as the phases correspond with a Demolition and Backbone Infrastructure Phase (as defined in the DDA) and all other conditions for acceptance have been satisfied.

4.2.2. Wharf.

a. The Parties acknowledge that the CIC shall convey to the City, and the City shall accept from the CIC, those portions of the Wharf (as defined in the DDA) not included within a Re-Use Parcel (as defined in the Section 4.9.2 below) in phases which correspond with each of the Demolition and Backbone Infrastructure Phases which include the Wharf improvements for the applicable Re-Use Parcel. Upon acceptance by the City of the applicable Wharf improvements and the formation of an MSD for maintenance of such portions of the Wharf, the Parties acknowledge that the CIC shall convey, and the City shall accept, the applicable portion of the Wharf not included in the Re-Use Parcels, and thereafter the City shall (i) maintain such portions of the Wharf, and (ii) maintain insurance (with a third party insurance provider and not by self-insurance) to pay for the cost of repair or replacement of the Wharf (including the piers) not located within any of the Re-Use Parcels in the event of casualty damage thereto, provided that the obligation to maintain third party earthquake and flood insurance shall be limited to the extent to which such insurance is available on commercially reasonable terms and conditions. In the event of a catastrophic loss as a result of earthquake or flooding of those portions of the Wharf (including the piers) not located within any of the Re-Use Parcels, the City shall diligently pursue a claim with the Federal Emergency Management Agency and shall use all funds allocated there from to repair and reconstruct such portions of the Wharf (including the piers). The insurance costs incurred by the City pursuant to this Section 4.2.2(a) may be paid by the MSD. The Developer and any successor owner of a Re-Use Parcel

shall maintain the portion of the Wharf (including the piers) located within such Re-Use Parcel and maintain insurance to pay for the cost of repair of the Wharf (including the piers) located within any of the Re-Use Parcels in the event of casualty damage thereto.

b. The first phase of the Wharf improvements shall include the installation of a fence in substantially the location shown on Exhibit F attached hereto, which fence shall be removed as part of the final phase of Wharf improvements. The Parties acknowledge and agree that no portion of the Waterfront Promenade shall be open to the public until the City (a) accepts the Wharf improvements applicable to such portion of the Waterfront Promenade and (b) accepts conveyance of the applicable portion of the Wharf (other than the Re-Use Parcels) from the CIC.

#### 4.3. Assessment Financing.

##### 4.3.1. Community Facilities District and Municipal Services District Formation.

a. City agrees to cooperate with Developer in the formation of any assessment districts (in addition to the MSD, as defined in Section 4.3.1.b) and/or community facilities districts that Developer in its sole discretion may elect to initiate related to the Alameda Landing Commercial Project as and when so requested by Developer.

b. Pursuant to the DDA, the Development Agreements and certain other agreements to which the City and/or the CIC is a party, the City and/or the CIC is obligated to provide public services such as maintaining the Backbone Infrastructure, as well as other services such as police and fire protection. The City shall cooperate with the CIC to provide a funding source for such expenses. Developer agrees that, subject to compliance with all applicable laws, including, but not limited to, any required vote of affected property owners, the CIC and the City shall have the right to establish a municipal services district for the Property, or if the City elects, subject to Developer's reasonable approval, which approval shall not be unreasonably withheld or delayed, establish other similar means of assessing the Alameda Landing Property for such public services, such as a special tax district (any of these shall be referred to as a "Municipal Services District" or "MSD").

4.3.1.b.1. The City agrees to inform and consult with Developer as to the details of any taxing formulas, budgets or other material provisions of the MSD. Such consultation shall include the right of Developer to participate fully in staff level discussions regarding all such matters throughout the formation process, and to meet and consult with the City and its consultants at least fifteen (15) days prior to presenting the resolution of intent to form such MSD to the City Council.

4.3.1.b.2. Developer shall take all actions necessary to consent to the establishment of the MSD on the Alameda Landing Commercial Property and establish a special assessment to cover the related municipal service costs.

4.3.1.b.3. The Parties agree to meet in good faith to determine a commercially reasonable maximum assessment amount at such time as sufficient information is available to make such determination, provided that in no event shall the maximum assessment amount for the Alameda Landing Commercial Property exceed \$0.03 per month per square foot

of the building Improvements within the applicable "Conveyance Parcel" (as defined in the DDA) in question for the twelve (12) month period from the date of issuance of the first Certificate of Occupancy issued by the City for the Alameda Landing Commercial Property, increasing annually to reflect increases in the Index.

4.3.1.b.4. Nothing in this section shall be construed to limit Developer's rights under law to participate in the public process of forming the MSD.

4.3.2. CC&Rs; Indemnification. Developer shall cause any and all obligations that are to be assumed by any homeowners' associations or owners' associations, including, without limitation, maintenance obligations or payment obligations pursuant to Sections 3.12.1 or 4.10 or any other provision of this Agreement or any other agreement, to be assumed pursuant to a Declaration of Covenants, Conditions and Restrictions and any and all related Declarations of Annexation and amendments thereto (collectively, "CC&Rs") prepared by or on behalf of Developer and recorded against the Alameda Landing Commercial Property or any portion thereof. Developer shall indemnify the City, the CIC and any applicable assessment district (collectively, "Indemnified Parties") from and against any loss, expense, cost, or damage arising from any claim, action or liability brought against or incurred by any of the Indemnified Parties arising from Developer's failure to comply with this Section 4.3.2. This Section 4.3.2 shall survive the termination of this Development Agreement.

4.4. Eminent Domain Powers. City agrees to cooperate with Developer in implementing all of the conditions of all Project Approvals (including Subsequent Approvals), including but not limited to consideration of the use of its eminent domain powers; provided however that the use of eminent domain shall be in the sole and absolute discretion of City and subject to all applicable legal requirements.

4.5. Public Improvements/Backbone Infrastructure. City shall use its best efforts to work with Developer to ensure that all Backbone Infrastructure in connection with the Alameda Landing Project and the Tinker Avenue Extension Project are (i) designed and constructed in accordance with all applicable City standards, (ii) reviewed and accepted by City in the most expeditious fashion possible, and (iii) maintained by City after acceptance, including, without limitation, maintenance of the public parks. Developer (or its Affiliates or contractor(s)) shall be responsible for obtaining all permits and approvals necessary for development of the Backbone Infrastructure. City (or its contractor(s)) shall be responsible for obtaining all permits and approvals necessary for development of the Tinker Avenue Extension Project (or any Tinker Avenue Alternative Work (as defined in the DDA) constructed by the City), in accordance with the DDA.

4.6. Compliance With Mitigation Monitoring Reporting Program.

4.6.1. City's Obligations. City shall comply with the obligations identified as "City" in the MMRP attached hereto as Exhibit G (the "MMRP"). City shall cause the CIC to comply with the obligations identified as "CIC" in the MMRP. City shall have no obligation to comply with the obligations identified as "ALR," "ALR developer," "ALC," "ALC developer," "AL Backbone Infrastructure," "B," "CIC" or "Completed" in the MMRP.

4.6.2. Developer's Obligations. Developer shall comply with those obligations identified as "ALC" "ALC developer," and "AL Backbone Infrastructure" in the MMRP to the extent that such obligations have not been completed as of the Effective Date, which completion shall be evidenced in writing by the City. Developer shall have no obligation to comply with any obligations under the MMRP which are not identified as "ALC," "ALC developer," or "AL Backbone Infrastructure," including, without limitation, those obligations identified as "City", "CIC," "B," "Completed," "ALR" or "ALR developer" in the MMRP.

4.6.3. Default. A default by: (a) City with respect to any obligation identified as "City" in the MMRP; (b) CIC with respect to any obligation identified as "CIC"; (c) any developer (including any master developer) under any other development agreement or other agreement with respect to any obligation identified as "B," "ALR," or "ALR developer" in the MMRP; or (d) any party with respect to any obligation not identified as "ALC," "ALC developer," or "AL Backbone Infrastructure," in the MMRP; shall not constitute a default by Developer and shall not result in: (x) any remedies imposed against Developer, including without limitation any remedies under this Development Agreement; or (y) termination of this Development Agreement. In the event of any such default, the City shall not exercise any of the rights or remedies available to it in connection with such default in a manner that would adversely affect Developer or the development, use, operation or occupancy of the Alameda Landing Commercial Property or the Alameda Landing Commercial Project.

4.6.4. MMRP Amendments. The City shall not request, process or consent to any amendment to the MMRP that would affect the Alameda Landing Commercial Property or the Alameda Landing Commercial Project without Developer's prior written consent, such consent not to be unreasonably withheld.

4.7. Master Plan and Related Conditions of Approval Allocations.

4.7.1. Developer's Rights and Obligations. Developer shall be entitled to all of the rights, and shall be subject to all of the obligations, under the Master Plan that (a) are set forth in those sections of the Master Plan that apply exclusively to the Alameda Landing Commercial Project or to the Alameda Landing Commercial Property; or (b) are set forth in those sections of the Master Plan that apply nonexclusively to the Alameda Landing Commercial Project or the Alameda Landing Commercial Property, but only with respect to the share of such rights and obligations that is proportionately allocable to the Alameda Landing Commercial Project or the Alameda Landing Commercial Property; provided, however, that (y) Developer shall be responsible for only those conditions of approval that are specifically identified in the Master Plan Conditions of Approval (collectively the "Master Plan Conditions") attached hereto as Exhibit H as being the responsibility of "ALC," "ALC developer," and "AL Backbone Infrastructure," and (z) Developer shall have no obligation to comply with any obligations under the Master Plan Conditions which are not identified as "ALC," "ALC developer," or "AL Backbone Infrastructure," including, without limitation, those obligations identified as "City", "CIC," "B," "Completed," "ALR," or "ALR developer" in the Master Plan Conditions.

4.7.2. Default. A default by any party with respect to any obligation not identified as "ALC," "ALC developer," or "AL Backbone Infrastructure," in the Master Plan or the Master Plan Conditions shall not constitute a default by Developer and shall not result in: (a)

any remedies imposed against Developer, including without limitation any remedies under this Development Agreement; or (b) termination of this Development Agreement. In the event of any such default, the City shall not exercise any of the rights or remedies available to it in connection with such default in a manner that would adversely affect Developer or the development, use, operation or occupancy of the Alameda Landing Commercial Property or the Alameda Landing Commercial Project.

4.7.3. Master Plan Amendments. The City shall not have the right to request, process or consent to any amendment to the Master Plan or the Master Plan Conditions that affects the Alameda Landing Commercial Property or the Alameda Landing Commercial Project without Developer's prior written consent, such consent not to be unreasonably withheld.

4.8. Subsequent Actions. City covenants that it will undertake, or cause CIC to undertake and diligently complete: (i) all actions or proceedings necessary or appropriate to the continued fulfillment of the objectives of the BWIP and Project Approvals; and (ii) any and all amendments to the General Plan and BWIP necessary to ensure on-going consistency among the General Plan, BWIP and the Project Approvals (including, but not limited to, adjustments resulting from the operation of Sections 1.2.2 and 1.2.3 herein).

4.9. Map.

4.9.1. Parcel Map. Developer shall prepare, and City shall file and record, or shall cause CIC to file and record, within the times set forth in the DDA, the Parcel Map (as defined in the DDA) that is a condition precedent to Developer's acceptance of the first Conveyance Parcel.

4.9.2. Conveyance Parcels 6 and 8.

a. The Parties acknowledge that Developer, at its option, shall have the right, but not the obligation, to adaptively reuse one or both of the Wharf Buildings (as defined in the DDA) partially located on a portion of the Wharf (as defined in the DDA) within Conveyance Parcels 6 and 8 (as defined in the DDA). If Developer elects not to adaptively reuse one or both of the Wharf Buildings, then the northern boundary of the Conveyance Parcel that includes such Wharf Building(s) shall be located at the southern boundary of the Wharf. If Developer elects to reuse one or both of the Wharf Buildings, then (i) Conveyance Parcels 6 and/or 8 each may be a parcel (each, a "Re-Use Parcel") that includes the applicable Wharf Building, together with the land beneath the applicable Wharf Building and the portion of the Wharf (including the piers) underlying the applicable Wharf Building and extending from the estuary side of the applicable Wharf Building to the estuary, but such Re-Use Parcel shall not include the portion of the Wharf (including the piers) that is seismically independent of and not necessary for the subjacent support of the applicable Wharf Building; and (ii) the Parcel Map shall provide a "no build easement" on the adjacent Wharf parcel(s) (other than the Re-Use Parcel(s)), so as to provide a sixty (60) foot "no build" area (*i.e.*, an area in which no permanent structures may be erected), around the east, west and north perimeters of the applicable Wharf Building(s) or such other area as is necessary to conform to the Building Regulations.

b. In the event that either of the Wharf Buildings is demolished after creation of a Re-Use Parcel, then the City shall approve, in accordance with Section 3.6.4 hereof, such lot line adjustment, lot merger or other procedure as is reasonably necessary to (a) establish a new northerly lot line for such Re-Use Parcel along the southern edge of the Wharf, and (b) merge those portions of the Re-Use Parcel located north of such new lot line with the adjacent Wharf parcel. Upon such lot line adjustment, lot merger or other procedure, Developer shall convey to City, and the City shall accept, the portion of such Re-Use Parcel north of the new lot line, and thereafter the City shall maintain (including maintenance through the MSD) and insure such area as part of the Wharf in accordance with Section 4.2.2; provided that (i) Developer shall upgrade such portion of the Wharf and piers to the extent required by the applicable Building Regulations; and (ii) the Parties shall meet and confer in good faith to identify a mutually acceptable adjustment to the MSD solely to cover the cost of maintenance of, and insurance for, such portion of the Wharf.

c. Developer shall grant easements for public access in a form reasonably acceptable to Developer and the City with respect to the portion of the Wharf within each Re-Use Parcel which is located within the Waterfront Promenade that is proposed to be located within a Public Use Area (as defined in the DDA). Such easements granted with respect to the Public Use Area shall be pursuant to an agreement in commercially reasonable form which obligates the City, as a cost to be paid by the MSD, to (1) be responsible for maintenance of a customary and commercially reasonable policy of commercial general liability insurance with respect to claims of personal injury, bodily injury and property damage occurring in the Public Use Area, naming Developer as an additional insured thereunder, which shall be primary and non-contributing as to any liability insurance maintained by Developer as to such Public Use Area, and (2) indemnify, defend and hold harmless Developer with respect to liabilities, losses, claims, demands, causes of action, costs and/or expenses arising as a result of public use of such Public Use Area.

#### 4.10. Western Alameda Business Association ("WABA").

4.10.1. Landscaping and Lighting District; Property Based Improvement District. Developer shall make an annual payment to the Webster Street Landscaping and Lighting District (the "LLD"), calculated based on the average of the then-applicable rates (a) per lineal foot of property frontage and (b) per square foot of parcel size (based on front footage times the depth of the parcel (up to a maximum of 100 feet)) for Zones 2 and 3 (as designated by the LLD) as applied to retail uses in the areas designated in the Master Plan as Sub-Area 2 and 3. Developer may satisfy this requirement by causing any master association or retail sub-association created pursuant to CC&Rs for the Alameda Landing Commercial Property to make this annual payment. In addition, Developer shall use good faith efforts to support the creation of a property-based improvement district which includes the Alameda Landing Commercial Property.

4.10.2. Business Improvement District. Developer, at its sole election, shall elect either (a) to make an annual payment to the Webster Street Business Improvement Area (the "BIA") to be calculated based on the then-applicable rates for Zone A (as designated by the BIA) as applied to retail uses in the areas designated in the Master Plan as Sub-Areas 2 and 3; or (b) to annex Master Plan Sub-Areas 2 and 3 into the BIA. If Developer elects the foregoing option (a),

Developer may satisfy this requirement by causing any master association or retail sub-association created pursuant to CC&Rs for the Alameda Landing Commercial Property to make the annual payment. If Developer elects the foregoing option (b), City shall cooperate with Developer and WABA to annex Master Plan Sub-Areas 2 and 3 into the BIA.

#### 4.11. Indemnification.

4.11.1. Developer Indemnification. During the period from the Effective Date to issuance of the Certificate of Completion for the final Improvements constructed in the Alameda Landing Commercial Project, Developer agrees to and shall indemnify, defend and hold the City and its members, officers, agents and employees harmless from and against all liabilities, losses, damages, costs or expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which may occur on any portion of the Alameda Landing Commercial Property then owned by Developer and caused by any acts or omissions of Developer or its agents, servants, employees or contractors. Developer shall not be responsible for (and such indemnity shall not apply to) any loss due to the negligence or willful misconduct of the City or its agents, servants, employees or contractors. The indemnification obligations of Developer set forth in this Section 4.11.1 shall survive the termination of this Development Agreement as to any acts or omissions occurring prior to termination of this Development Agreement.

4.11.2. City Indemnification. During the period from the Effective Date to issuance of the Certificate of Completion for the final Improvements constructed in the Alameda Landing Commercial Project, the City agrees to and shall indemnify, defend and hold Developer and its members, officers, agents and employees harmless from and against all liabilities, losses, damages, costs or expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which may occur on any portion of the Alameda Landing Commercial Property then owned by the CIC and caused by any acts or omissions of the City or any of its agents, servants, employees or contractors. The City shall not be responsible for (and such indemnity shall not apply to) any loss due to the negligence or willful misconduct of Developer or its agents, servants, employees or contractors. The indemnification obligations of the City set forth in this Section 4.11.2 shall survive the termination of this Development Agreement as to any acts or omissions occurring prior to termination of this Development Agreement.

4.12. Rights of Access — Public Improvements and Facilities. In accordance with Section 11.5 of the DDA, the City, at its sole risk and expense, shall have the right to enter the Alameda Landing Commercial Property or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Alameda Landing Commercial Property. Any such entry shall be made only after reasonable notice to Developer, and the City shall indemnify and hold Developer harmless from any claims or liabilities pertaining to any entry, which indemnity shall survive the termination of this Development Agreement with respect to claims arising prior to termination. The City shall cause any damage

or injury to the Alameda Landing Commercial Property resulting from entry by the City to be promptly repaired at the sole expense of the City.

## ARTICLE 5. ANNUAL REVIEW

5.1. Annual Review. The annual review required by California Government Code Section 65865.1 and Section 30-95.1 of the Alameda Municipal Code shall be conducted for the purposes and in the manner stated in those laws as further provided herein. As part of that review, City and Developer shall have a reasonable opportunity to assert action(s) which either Party believes have not been undertaken in accordance with this Development Agreement, to explain the basis for such assertion, and to receive from the other Party a justification for the other Party's position with respect to such action(s), and to take such actions as permitted by law. The procedure set forth in this article shall be used by Developer and City in complying with the annual review requirement. The City and Developer agree that the annual review process shall review compliance by Developer and City with the obligations under this Development Agreement but shall not review compliance with other Project Approvals.

5.2. Commencement of Process. The Joint Implementation Agreement provides that the Project Administration Office shall commence the annual review process by notifying City and Developer in writing at least forty-five (45) days prior to the anniversary of the Effective Date each year that the annual review process shall commence as specified in Section 5.1. The Project Administration Office notice shall be deemed to fulfill the applicant's responsibility as stated in Section 30-95.1(a) of the Alameda Municipal Code. Failure of the Project Administration Office to send such notification shall be deemed to extend the time period in which annual review is required until at least forty-five (45) days after such notice is provided.

5.3. Developer Compliance Letter. Not less than thirty (30) days after receipt of the Project Administration Office's notice pursuant to Section 5.2, Developer shall submit a letter to the Director of City's Department of Planning ("Planning Director") demonstrating Developer's good faith compliance with the material terms and conditions of this Development Agreement (but not the other Project Approvals) and shall include in the letter a statement that the letter is being submitted to City pursuant to the requirements of Government Code Section 65865.1.

5.4. Planning Director Review. Within thirty (30) days after the receipt of Developer's letter, the Planning Director shall review Developer's submission and determine whether Developer has, for the year under review, demonstrated good faith compliance with the material terms and conditions of this Development Agreement.

5.5. Planning Director Compliance Finding. If the Planning Director finds that Developer has so complied, the Planning Director shall schedule the annual review for the next available meeting of the Planning Board and shall prepare a staff report to the Planning Board which shall include, in addition to Developer's letter, (i) a demonstration of City's good faith compliance with the material terms and conditions of this Development Agreement; and (ii) the Planning Director's recommendation that the Planning Board find Developer to be in good faith compliance with the material terms and conditions of this Development Agreement.

5.6. Planning Director Non-Compliance Finding. If the Planning Director (or the Planning Board, on review of the Planning Director's recommendation pursuant to Section 5.5) finds and determines that there is substantial evidence that Developer has not complied in good faith with the material terms and conditions of this Development Agreement and that Developer is in material breach of this Development Agreement for the year under review, the Planning Director shall issue and deliver to Developer a written "Notice of Default" specifying in detail the grounds therefor and all facts demonstrating substantial evidence of material noncompliance on a point-by-point basis. In the event that the material breach is an Event of Default pursuant to Article 7 herein, the Parties shall be entitled to their respective rights and obligations under both Articles 5 and 7 herein, except that the particular entity allegedly in default shall be accorded only one of the 60-day cure periods referred to in Sections 5.7 and 7.1 herein.

5.7. Cure Period. If the Planning Director finds that Developer is not in compliance it shall grant a reasonable period of time for Developer to cure the alleged default. The Planning Director shall grant a cure period of at least sixty (60) days and shall extend the sixty (60) day period if Developer is proceeding in good faith to cure the noncompliance and additional time is reasonably needed. At the conclusion of the cure period, the Planning Director may either (i) find that Developer is in compliance and refer the matter to the Planning Board as specified in Section 5.5; or (ii) find that Developer is not in compliance and refer the matter to the Planning Board as specified in Section 5.8.

5.8. Referral of Default to Planning Board. The Planning Director shall refer the alleged default to the Planning Board if Developer fails to cure the alleged default to the Planning Director's reasonable satisfaction during the prescribed cure period and any extensions thereto. The Planning Director shall refer the alleged default to the Planning Board if Developer requests a hearing before the Planning Board. The Planning Director shall prepare a staff report to the Planning Board which shall include, in addition to Developer's letter, (i) demonstration of City's good faith compliance with the terms and conditions of this Development Agreement; (ii) the Notice of Default; and (iii) a description of any cure undertaken by Developer during the cure period.

5.9. Delivery of Documents. At least five (5) days prior to any City hearing regarding Developer's compliance with this Development Agreement, City shall deliver to Developer staff reports and all other relevant documents pertaining to the hearing on the Alameda Landing Commercial Project.

5.10. Planning Board Compliance Finding. If the Planning Board, following a noticed public hearing pursuant to Section 5.5 or 5.8, determines that Developer is in compliance with the material terms and conditions of this Development Agreement, and that determination is not appealed to the City Council, the annual review shall be deemed concluded. City shall, at Developer's request, issue and have recorded a Certificate of Compliance indicating Developer's compliance with the terms of this Development Agreement.

5.11. Planning Board Non-Compliance Finding; Referral to City Council. If the Planning Board, at a properly noticed public hearing pursuant to Section 5.5 or 5.8, finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms or conditions of this Development Agreement and that Developer is in

material breach of this Development Agreement, Developer shall have a reasonable time determined by the Planning Board to meet the reasonable terms of compliance approved by the Planning Board, which time shall be not less than fifteen (15) days. If Developer does not complete the terms of compliance within the time specified, the Planning Board shall forward its recommendations to the City Council and the City Council shall hold a public hearing regarding termination or modification of this Development Agreement. Notification of intention to modify or terminate this Development Agreement shall be delivered to Developer by certified mail containing: (i) the time and place of the City Council hearing; (ii) a statement as to whether City proposes to terminate or modify this Development Agreement and the terms of any proposed modification; and (iii) any other information reasonably necessary to inform Developer of the nature of the proceedings. At the time of the hearing, Developer shall be given an opportunity to be heard. The City Council may impose conditions to the action it takes as necessary to protect the interests of City; provided that any modification or termination of this Development Agreement pursuant to this provision shall be proportional in severity to the magnitude of the alleged breach and in no event shall termination be permitted except in accordance with Article 7 herein.

5.12. Relationship to Default Provisions. The above procedures shall supplement and shall not replace that provision of Section 7.4 of this Development Agreement whereby either City or Developer may, at any time, assert matters which either Party believes have not been undertaken in accordance with this Development Agreement by delivering a written Notice of Default and following the procedures set forth in said Section 7.4.

## ARTICLE 6. AMENDMENTS

6.1. Amendments to Development Agreement Legislation. This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation as those provisions existed at the Agreement Date of this Development Agreement. No amendment or addition to those provisions which would materially adversely affect the interpretation or enforceability of this Development Agreement or would prevent or preclude compliance with one or more provisions of this Development Agreement shall be applicable to this Development Agreement unless such amendment or addition is specifically required by the change in law, or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Development Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Development Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Development Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Development Agreement to permit such applicability.

6.2. Amendments to or Cancellation of Development Agreement. This Development Agreement may be amended from time to time or canceled in whole or in part by mutual consent

of both Parties or their successors-in-interest or assigns in writing in accordance with the provisions of the Development Agreement Legislation and the City Development Agreement Regulations. Review and approval of an amendment to this Development Agreement shall be strictly limited to consideration of only those provisions to be added or modified. No amendment, modification, waiver or change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which expressly refers to this Development Agreement and is signed by the duly authorized representatives of both Parties, their successors or assigns. All amendments to this Development Agreement shall automatically become part of the Project Approvals.

6.3. Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation between City and Developer and development of the Alameda Landing Commercial Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Development Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such operating memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 6.3 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 6.2 above. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of City.

6.4. Amendments to Project Approvals (Including Subsequent Approvals). Notwithstanding any other provision of this Development Agreement, Developer may seek and City may review and grant amendments or modifications to the Project Approvals (including the Subsequent Approvals for the Alameda Landing Commercial Project) subject to the following (except that the procedures for amendment of this Development Agreement are set forth in Section 6.2 herein, and the procedures for amendment of the DDA are set forth in the DDA).

6.4.1. Variation Permitted by Master Plan. Upon written application by Developer, the Planning Director in consultation with the Director of the City of Alameda Department of Public Works ("Public Works Director"), may agree to certain modifications in the Alameda Landing Commercial Project, including without limitation variations in configuration, location, use and sequencing, in accordance with the procedures in the Master Plan. City acknowledges that the modifications permitted by the Master Plan subject to the approval of the Planning Director in consultation with the Public Works Director are consistent with the Master Plan and do not constitute an amendment to this Development Agreement, the Vested Elements or the Project Approvals.

6.4.2. Amendments to Project Approvals (Including Subsequent Approvals). Project Approvals (except for this Development Agreement the amendment process for which is set forth in Section 6.2) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion) and in

accordance with Section 3.4. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Alameda Landing Commercial Property, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the provisions for public improvements and financing of public improvements, and the terms and conditions of all such amendments shall be automatically vested pursuant to this Development Agreement, without requiring an amendment to this Development Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals (including the Joint Implementation Agreement) and the Applicable Rules, subject to Section 3.4. The City shall not request, process or consent to any amendment to the Project Approvals that would affect the Alameda Landing Commercial Property or the Alameda Landing Commercial Project without Developer's prior written consent, such consent not to be unreasonably withheld.

6.4.3. Administrative Amendments. Upon the request of Developer for an amendment or modification of any Project Approval, the Planning Director or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Alameda Landing Commercial Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Development Agreement. If the Planning Director or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Development Agreement, and with the approved Development Plan (except if it is the Development Plan which is subject to the amendment), if applicable, the amendment or modification shall be determined to be an "Administrative Amendment," and the Planning Director or his/her designee may approve the Administrative Amendment, providing the same public notice required for a public hearing and action but may take action administratively without holding a public hearing. In those instances where the Planning Director believes an application for administrative amendment will generate significant public interest or significant policy issues, the Planning Director may refer the application to the Planning Board for review and action. Each decision made by the Planning Director pursuant to delegated authority in accordance with this Section shall be placed as an information item on the Planning Board agenda together with a summary of the Administrative Amendment. If the Planning Director receives a written request for a Planning Board public hearing and action by the Planning Board any time during the review process but no later than ten (10) days after the action of the Planning Director, or at the Planning Board meeting for which the information item is on the agenda, then the Administrative Amendment shall be set for Planning Board public hearing and action. Without limiting the generality of the foregoing, lot line adjustments, substitution of comparable landscaping for any landscaping shown on any Development Plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Alameda Landing Commercial Project, amendments to the master sign program, and minor adjustments to a subdivision map or the Alameda Landing Commercial Property legal description shall be deemed to be minor amendments or modifications.

ARTICLE 7.  
DEFAULT, REMEDIES AND TERMINATION

7.1. Events of Default. Subject to any extensions of time by mutual consent of the Parties in writing, and subject to the provisions of Section 11.2 hereof regarding permitted delays and a mortgagee's right to cure pursuant to Section 10.3 hereof, any failure by either Party to perform any material term or provision of this Development Agreement (not including any failure by Developer to perform any term or provision of any other Project Approvals) shall constitute an "Event of Default," (i) if such defaulting Party does not cure such failure within sixty (60) days (such sixty (60) day period is not in addition to any (60) day cure period under Section 5.7, if Section 5.7 is applicable) following written notice of default from the other Party, where such failure is of a nature that can be cured within such sixty (60) day period, or (ii) if such failure is not of a nature which can be cured within such sixty (60) day period, the defaulting Party does not within such sixty (60) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given hereunder shall specify in detail the nature of the failures in performance which the noticing Party claims constitutes the Event of Default and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Development Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Development Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Alameda Landing Commercial Project. The waiver by either Party of any default under this Development Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Development Agreement.

7.2. Meet and Confer. During the time periods specified in Section 7.1 for cure of a failure of performance, the Parties shall meet and confer in a timely and responsive manner, to attempt to resolve any matters prior to litigation or other action being taken, including without limitation any action in law or equity; provided, however, nothing herein shall be construed to extend the time period for this meet and confer obligation beyond the 60-day cure period referred to in Section 7.2 (even if the 60-day cure period itself is extended pursuant to Section 7.1(ii)) unless the Parties agree otherwise in writing.

7.3. Remedies and Termination. If after notice and expiration of the cure periods and procedures set forth in Sections 7.1 and 7.2, the alleged Event of Default is not cured, the non-defaulting Party, at its option, may institute legal or arbitration proceedings pursuant to Sections 7.4 or 7.6 of this Development Agreement and/or terminate this Development Agreement pursuant to Section 7.7 herein. In the event that this Development Agreement is terminated pursuant to Section 7.7 herein and litigation, mediation or arbitration is instituted which results in a final decision that such termination was improper, then this Development Agreement shall immediately be reinstated as though it had never been terminated.

7.4. Legal Action by Parties.

7.4.1. Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement

herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto or to obtain any remedies consistent with the purpose of this Development Agreement. All remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Without limiting the foregoing, Developer reserves the right to challenge in court any change to the Applicable Rules or provision of Future Rules that would conflict with the Vested Elements or the Subsequent Approvals for the Alameda Landing Commercial Project or reduce the development rights provided by the Project Approvals.

7.4.2. No Damages. In no event shall either Party, or its boards, commissions, officers, agents or employees, be liable in damages for any default under this Development Agreement, it being expressly understood and agreed that the sole legal remedy available to either Party for a breach or violation of this Development Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Development Agreement by the other Party, or to terminate this Development Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Development Agreement including, but not limited to obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Development Agreement by the other Party.

7.5. Effects of Litigation. In the event that litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Development Agreement, then Developer shall have no obligations whatsoever under this Development Agreement. In the event that any payment(s) have been made by or on behalf of Developer to City pursuant to the obligations contained in Section 3.6, City shall give to Developer a refund of the monies remaining in any segregated City account into which such payment(s) were deposited, if any, along with interest which has accrued, if any. To the extent the payment(s) made by or on behalf of Developer were not deposited, or no longer are, in the segregated City account, City shall give Developer a credit for the amount of said payment(s) as determined pursuant to this Section 7.5, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by City on Developer in connection with construction or development within or outside the Alameda Landing Commercial Property. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 7.5 may, at Developer's own discretion, be transferred by Developer to a third party for application by said third party to any costs or fees imposed by City on the third party in connection with construction or the development of property within City, whether or not related to the Alameda Landing Commercial Project. In the event that Developer has already developed or is developing a

portion of the Alameda Landing Commercial Project at the time of any invalidation of the Development Agreement, then any such refund or credit shall be limited to the amount paid by Developer which exceeds, on a pro rata basis, the proportion and uses of the Alameda Landing Commercial Property retained by Developer to the entire Alameda Landing Commercial Property. This Section 7.5 shall survive the termination of this Development Agreement.

7.6. Arbitration. Upon the mutual agreement by both Parties, any legal action shall be submitted to non-binding arbitration in accordance with rules to be mutually agreed upon by the Parties.

7.7. Termination.

7.7.1. Expiration of Term. Except as otherwise provided in this Development Agreement, this Development Agreement shall be deemed terminated and of no further effect upon the expiration of the Term of this Development Agreement as set forth in Section 1.3.

7.7.2. Survival of Obligations. Upon the termination of this Development Agreement as provided herein, neither Party shall have any further right or obligation with respect to the Alameda Landing Commercial Property under this Development Agreement except with respect to any obligation which is specifically set forth as surviving this Development Agreement. The termination of this Development Agreement shall not affect the validity of the Project Approvals (other than this Development Agreement) or Subsequent Approvals for the Alameda Landing Commercial Project.

7.7.3. Termination by City. Notwithstanding any other provision of this Development Agreement, City shall not have the right to terminate this Development Agreement with respect to all or any portion of the Alameda Landing Commercial Property before the expiration of its Term unless City complies with all termination procedures set forth in the Development Agreement Legislation and either: (a) there is an alleged Event of Default by Developer and such Event of Default is not cured pursuant to Article 5 herein or this Article 7 and Developer has first been afforded an opportunity to be heard regarding the alleged default before the City Council and this Development Agreement is terminated only with respect to that portion of the Alameda Landing Commercial Property to which the default applies; or (b) termination occurs pursuant to Section 9.4 herein.

## ARTICLE 8.

### COOPERATION AND IMPLEMENTATION

8.1. Further Actions and Instruments. The Parties to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

8.2. Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City may possess authority to regulate aspects of the development of the Alameda Landing Commercial Property separately from or jointly with City and this Development Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Development Agreement in all respects when dealing with any such agency regarding the Alameda Landing Commercial Property.

8.3. Other Governmental Permits and Approvals. Developer or City (whichever is appropriate) shall apply in a timely manner for the permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Alameda Landing Commercial Project as may be required for the development of, or provision of services to, the Alameda Landing Commercial Project (such as, for example, through National Pollutant Discharge Elimination System ("NPDES") permits or any additional design and/or testing requirements imposed by the Bay Conservation and Development Commission ("BCDC") on the Wharf improvements). Developer shall comply with all such permits, requirements and approvals. City shall cooperate with Developer in its endeavors to obtain such permits and approvals and shall, from time to time, at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, at each stage of the development of the Alameda Landing Commercial Project.

8.4. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party challenging the validity of any provision of this Development Agreement, the procedures leading to its adoption, or the issuance of Project Approvals (including the Subsequent Approvals) for the Alameda Landing Commercial Project, Developer and City each shall have the right, in its sole discretion, to elect whether or not to defend such action, to select its own counsel (and pay for such counsel at its own expense), and to control its participation and conduct in the litigation in all respects permitted by law. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. City retains the option to select and employ independent defense counsel at its own expense. If, in the exercise of its sole discretion, Developer agrees to pay for defense counsel for City, Developer shall jointly participate in the selection of such counsel. Notwithstanding the provisions of California Government Code Section 66474.9, City shall not require, as a condition for a tentative map application or approval, or any other applications for Project Approvals, that Developer defend, indemnify or hold harmless the City from any claim, action or proceeding against the City to attack, set aside, void or annul a City approval concerning a subdivision. The City shall not settle any third party litigation of Project Approvals without Developer's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

8.5. Revision to Project. In the event of a court order issued as a result of a successful legal challenge, City shall, to the extent permitted by law or court order, in good faith seek to

comply with the court order in such a manner as will maintain the integrity of the Project Approvals (including the Development Agreement and the Subsequent Approvals) and avoid or minimize to the greatest extent possible (i) any impact to the development of the Alameda Landing Commercial Project as provided for in, and contemplated by, the Vested Elements, or (ii) any conflict with the Vested Elements or frustration of the intent or purpose of the Vested Elements.

## ARTICLE 9. TRANSFERS AND ASSIGNMENTS

9.1. Right to Assign. Developer shall have the right to sell, assign or transfer in whole or in part its rights, duties and obligations under this Development Agreement, to any person or entity at any time during the term of this Development Agreement without the consent of City; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Development Agreement be at any time so transferred or assigned except through a transfer of the Alameda Landing Commercial Property in accordance with the DDA. In the event of a transfer of a portion of the Alameda Landing Commercial Property, Developer shall have the right to transfer its rights, duties and obligations under this Development Agreement which are applicable to the transferred portion, and to retain all rights, duties and obligations applicable to the retained portions of the Alameda Landing Commercial Property.

9.2. Release upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Development Agreement pursuant to Section 9.1, Developer shall automatically be released from its obligations and liabilities under this Development Agreement with respect to that portion of the Alameda Landing Commercial Property sold, transferred or assigned and any subsequent default or breach with respect to the transferred or assigned rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Development Agreement, provided that (i) Developer has provided to City notice of such transfer, and (ii) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth and (b) the transferee expressly and unconditionally assumes all of the obligations of Developer under this Development Agreement with respect to that portion of the Alameda Landing Commercial Property sold, transferred or assigned. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9.3 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Development Agreement.

9.3. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Development Agreement shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, administrators, representatives, lessees, and all of the persons or entities acquiring the Alameda Landing Commercial Property or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Development Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or

refrain from doing, some act on the Alameda Landing Commercial Property hereunder (i) is for the benefit of such Alameda Landing Commercial Property and is a burden upon such Alameda Landing Commercial Property, (ii) runs with such Alameda Landing Commercial Property, (iii) is binding upon each Party and each successive owner during its ownership of such Alameda Landing Commercial Property or any portion thereof, and (iv) each person or entity having any interest therein derived in any manner through any owner of such Alameda Landing Commercial Property, or any portion thereof, and shall benefit the Alameda Landing Commercial Property hereunder, and each other person or entity succeeding to an interest in such Alameda Landing Commercial Property.

9.4. Community Improvement Commission Exercise of Right of Reverter/Non-Transfer Under Disposition and Development Agreement.

9.4.1. Termination; Allocation of Rights and Obligations. In certain circumstances identified in the DDA: (a) the CIC has a right to terminate the DDA and cease to transfer certain untransferred portions of the Alameda Landing Commercial Property to Developer; (b) Developer has the right to terminate the DDA and cease acquisition of certain untransferred portions of the Alameda Landing Commercial Property; and/or (c) the CIC has a right of reverter with respect to certain portions of the Alameda Landing Commercial Property that have been purchased by Developer and a right not to transfer certain remaining portions of the Alameda Landing Commercial Property that have not been purchased by Developer at the time of exercise of the right. In the event that the CIC or Developer terminates the DDA with respect to any portion of the Alameda Landing Commercial Property or the CIC exercises its right of reverter/non-transfer with respect to any portion of the Alameda Landing Commercial Property, then (i) this Development Agreement shall terminate as to such portion of the Alameda Landing Commercial Property as to which the DDA was terminated, (ii) City and Developer shall cooperate in good faith to allocate the rights and obligations of Developer under the Project Approvals (including this Development Agreement and Subsequent Approvals for the Alameda Landing Commercial Project) to the portions of the Alameda Landing Commercial Property retained by Developer (or which Developer has the right to acquire) based on the proportion that the size and uses of the Alameda Landing Commercial Property retained by Developer (or which Developer has the right to acquire) bear to the entire Alameda Landing Commercial Property, and (iii) City shall release Developer with respect to all obligations of Developer under the Project Approvals (including this Development Agreement and Subsequent Approvals for the Alameda Landing Commercial Project) pertaining to the portions of the Alameda Landing Commercial Property that are the subject of the reverter/non-transfer which have not yet accrued or the performance of which was not yet due at the time of the reverter/non-transfer, provided, however City shall not be obligated to release Developer from any obligations of Developer under the Development Agreement, the performance of which were underway or were not complete at the time of the reverter/non-transfer.

9.4.2. Responsibility for Additional CEQA Review and Conditions. The Parties acknowledge that, if (a) CIC exercises its right of reverter/non-transfer as to any portion of the Alameda Landing Property, and (b) City subsequently approves development of the reverted/non-transferred/released portion of the Alameda Landing Property by City or any third party, it is possible that such approval could constitute a change in circumstances that would trigger additional CEQA review of discretionary Subsequent Approvals for the Alameda

Landing Commercial Project, which could result in the imposition of additional mitigation measures or conditions on the Alameda Landing Commercial Project. In the event that the City's approval of development of the reverted/non-transferred/released Alameda Landing Property triggers additional CEQA review of discretionary Subsequent Approvals for the Alameda Landing Commercial Project, then (i) City shall undertake the preparation of the CEQA documentation and either City or CIC shall bear the full cost of preparation and review of such CEQA documentation; (ii) the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the changed circumstance; and (iii) City or CIC shall be responsible (or shall find another entity, not Developer, who shall be responsible) for the full cost and implementation of any mitigation measures or conditions imposed on the Subsequent Approval as a result of such CEQA process or, in the alternative, City, to the extent permitted by law, shall approve the Subsequent Approval without such mitigation measures or conditions being required (where such approval creates the requirement for preparation of a full environmental impact report and the adoption of a statement of overriding considerations, City or CIC shall prepare such documentation at no cost and expense to Developer and in an expeditious manner). The provisions of this Section 9.4.2 shall survive the termination of this Agreement as to the reverted portion of the Alameda Landing Property until such time as Developer has no further right or interest in the Alameda Landing Commercial Property.

9.4.3. Limitation on Uses. The City may designate any reverted/non-transferred portion of the Alameda Landing Commercial Property as any land use which is designated in the Applicable General Plan, Master Plan and Applicable Zoning Ordinance and is consistent with the Alameda Landing Commercial Project on the portions of the Alameda Landing Commercial Property which Developer owns or has the right to own.

9.5. Other Transfers of Portions of the Project.

9.5.1. Affiliate Transfers of Portions of the Project. The City shall not unreasonably withhold its approval to a proposed "Transfer" (as defined in the DDA) by Developer of all or a portion of the Alameda Landing Commercial Project to an entity composed of Developer and a "Bona Fide Institutional Lender" (as defined in the DDA) or an equity provider or another "Qualified Developer" (as defined in the DDA), provided that at all times prior to issuance of a "Certificate of Completion" (as defined in the DDA) for the "Transferred Property" (as defined in the DDA) (i) Developer or (directly or indirectly through an Affiliate) ProLogis shall own at least twenty five percent (25%) of the beneficial interest of such entity and (ii) either Developer or another Qualified Developer shall have day-to-day responsibility for the operation and management of such entity.

9.5.2. Exchange Accommodator; Section 1031 Exchange.

a. Developer shall have the right to cause the acquisition from the CIC of any one or more of the Conveyance Parcels of the Property to be made by a wholly-owned subsidiary of Developer, an Affiliate of Developer or an "Exchange Accommodator" (as defined in the DDA), pursuant to the terms and conditions of the DDA.

b. The parties hereby agree, by way of example and without limitation, that (A) a newly formed single purpose entity which is such a subsidiary or Affiliate may constitute a Qualified Developer based upon the experience and capability of the personnel anticipated to perform required work with respect to the applicable Conveyance Parcel so acquired, and (B) an Exchange Accommodator may constitute a Qualified Developer based upon the experience and capability of third party personnel anticipated to perform required work with respect to the applicable Conveyance Parcel so acquired pursuant to separate agreements between the Exchange Accommodator and the third parties anticipated to perform such work; provided further that all such third parties be Developer or an Affiliate of Developer or ProLogis, or if not, shall be subject to the prior approval of the CIC in its sole and absolute discretion. In such event, except as otherwise expressly provided for in the DDA, such subsidiary, Affiliate or Exchange Accommodator (as applicable) shall succeed to the rights and obligations of Developer under this Agreement with respect to the applicable Conveyance Parcel so acquired, as applicable, but Developer shall not be released from liability under this Agreement as a result of such a transfer to, or acquisition by, a subsidiary, Affiliate or Exchange Accommodator.

c. Developer may consummate the acquisition of any number of Conveyance Parcels within the Property as part of an "Exchange" (as defined in the DDA) in accordance with the terms and conditions of the DDA.

#### ARTICLE 10.

##### MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE

10.1. Mortgagee Protection. This Development Agreement shall be superior and senior to any lien placed upon the Alameda Landing Commercial Property or any portion thereof after the date of recording this Development Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Development Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Alameda Landing Commercial Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise; provided, however, prior to the issuance of a "Certificate of Completion" under the DDA with respect to such portion of the Alameda Landing Commercial Property, the Mortgagee must be a permitted mortgagee under the DDA.

10.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; provided, however, that a Mortgagee shall not be entitled to devote the Alameda Landing Commercial Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, or by the Project Approvals (including the Subsequent Approvals) and Applicable Rules.

10.3. Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such

Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's notice.

10.4. No Supersedure. Nothing in this Article 10 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Alameda Landing Commercial Project outside this Development Agreement, nor shall any provision of this Article 10 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 10.3.

10.5. Technical Amendments to this Article 10. City agrees to reasonably consider and approve technical amendments to the provisions of this Article 10 which are required by lenders for the acquisition and construction of the improvements on the Alameda Landing Commercial Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders.

## ARTICLE 11. MISCELLANEOUS PROVISIONS

### 11.1. Limitation on Liability and City Funds.

11.1.1. Notwithstanding anything to the contrary contained in this Development Agreement, in no event shall: (a) any partner, officer, director, member, shareholder, employee or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Development Agreement by Developer, or for any amount which may become due to City under the terms of this Development Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Development Agreement by City or for any amount which may become due to Developer under the terms of this Development Agreement.

11.1.2. In no event shall the City's general fund or any funds of the City other than the CIC Funding Obligations (as defined in the DDA) in any way become subject to the CIC's obligations under the DDA as a result of any provision of this Agreement.

11.2. Force Majeure. The Term of this Development Agreement and the time within which Developer shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock-outs, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, enemy action, civil disturbances, fire, unavoidable casualties, or any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Alameda Landing Commercial

Project. Such extension(s) of time shall not constitute an Event of Default and shall occur at the request of any Party. In addition, the Term of this Development Agreement and any subdivision map or any of the other Project Approvals shall not include any period of time during which (i) a development moratorium including, but not limited to, a water or sewer moratorium, is in effect; (ii) the actions of public agencies that regulate land use, development or the provision of services to the Alameda Landing Commercial Property prevent, prohibit or delay either the construction, funding or development of the Alameda Landing Commercial Project or the conveyance of the Alameda Landing Commercial Property to Developer in accordance with the DDA; (iii) the CIC fails to perform its obligations pursuant to the terms of the DDA or the City and/or the CIC fails to perform their obligations under the Joint Implementation Agreement; or (iv) there is any mediation, arbitration; litigation or other administrative or judicial proceeding pending involving the Vested Elements, or Project Approvals (including the Subsequent Approvals for the Alameda Landing Commercial Project). The Term of the Project Approvals (including this Development Agreement) shall therefore be extended by the length of any development moratorium or similar action; the amount of time any actions of public agencies prevent, prohibit or delay the construction, funding or development of the Alameda Landing Commercial Project or the conveyance of the Alameda Landing Commercial Property to Developer in accordance with the DDA; the amount of time any failure by CIC to perform its obligations under the DDA or failure by the City and/or the CIC to perform their obligations under the Joint Implementation Agreement prevents, prohibits or delays the construction, funding or development of the Alameda Landing Commercial Project or the conveyance of the Alameda Landing Commercial Property to the Developer in accordance with the DDA; or the amount of time to finally resolve any mediation, arbitration, litigation or other administrative or judicial proceeding involving the Vested Elements, or Project Approvals (including the Subsequent Approvals). Furthermore, in the event the issuance of a building permit for any part of the Alameda Landing Commercial Project is delayed as a result of Developer's inability to obtain any other required permit or approval, then the Term of this Development Agreement shall be extended by the period of any such delay.

11.3. Notices, Demands and Communications Between the Parties. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier service, or by electronic facsimile transmission followed by delivery of a "hard" copy to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change and as provided in this Section 11.3.

City:	City of Alameda
	2263 Santa Clara Avenue
	Alameda, CA 94501
	Attn: City Manager

with copies to:

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attn: City Attorney

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attn: Planning Director

City of Alameda  
City Hall – West  
950 West Mall Square, Suite 215  
Alameda, CA 94501  
Attn: Project Manager

Developer:

Palmtree Acquisition Corporation  
c/o ProLogis  
14100 East 35th Place, Suite 100  
Aurora, CO 80011-1618  
Attn: General Counsel

with copies to:

Palmtree Acquisition Corporation  
c/o ProLogis  
807 Broadway, Suite 210  
Oakland, CA 94607  
Attn: Christianne C. Chen, Esq.

Cox, Castle & Nicholson, LLP  
555 Montgomery Street, Suite 1500  
San Francisco, CA 94111  
Attn: Margo N. Bradish, Esq.

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated above as the Party to whom notices are to be sent, or (ii) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by electronic facsimile transmission shall be deemed received upon receipt of sender of electronic confirmation of delivery, provided that a “hard” copy is delivered as provided above.

11.4. No Joint Venture or Partnership. Nothing contained in this Development Agreement or in any document executed in connection with this Development Agreement shall be construed as making City and Developer joint venturers or partners.

11.5. Severability. If any terms or provision(s) of this Development Agreement or the application of any term(s) or provision(s) of this Development Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Development Agreement or the application of this Development Agreement to other situations, shall remain in full force and effect unless amended or modified by mutual consent of the Parties; provided that, if the invalidation, voiding or enforceability would deprive either City or Developer of material benefits derived from this Development Agreement, or make performance under this Development Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Development Agreement in a manner that is mutually acceptable to City and Developer. Notwithstanding the foregoing, if any material provision of this Development Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, Developer (in its sole and absolute discretion) may terminate this Development Agreement by providing written notice of such termination to City.

11.6. Section Headings. Article and Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

11.7. Construction of Agreement. This Development Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.

11.8. Entire Agreement. This Development Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Development Agreement consists of ~~forty-eight (48)~~ nine (9) pages including the Recitals, and ~~eight (8)~~ nine (9) exhibits and one (1) appendix, attached hereto and incorporated by reference herein, which, together with the Project Approvals, constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The exhibits and appendices are as follows:

- |           |  |
|-----------|--|
| Exhibit A | Legal Description of the Alameda Landing Commercial Property |
| Exhibit B | Map of the Alameda Landing Commercial Property               |
| Exhibit C | Public Benefits  |
| Exhibit D | Impact Fees  |
| Exhibit E | Utility Demolition Criteria at East Housing Area             |
| Exhibit F | Location of Phase One Wharf Fence                            |

Exhibit G Mitigation Monitoring and Reporting Program

Exhibit H Master Plan Conditions

Exhibit I Project Absorption Schedule

Appendix I Definitions

11.9. Estoppel Certificates. Either Party may, at any time during the Term of this Development Agreement, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if amended; identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. The Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that no default exists. Either the City Manager or the Planning Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

11.10. Recordation. Pursuant to California Government Code Section 65868.5, within ten (10) days after the later of execution of the Parties of this Development Agreement or the effective date of the ordinance approving this Development Agreement, the City Clerk shall record this Development Agreement with the Alameda County Recorder. Thereafter, if this Development Agreement is terminated, modified or amended pursuant to Article 1, Article 5, Article 6, Article 7 or Section 9.4 of this Development Agreement, the City Clerk shall record notice of such action with the Alameda County Recorder.

11.11. No Waiver. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought, and any such waiver shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

11.12. Time Is of the Essence. Time is of the essence for each provision of this Development Agreement for which time is an element.

11.13. Applicable Law. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California.

11.14. Attorneys' Fees. Should any legal action be brought by either Party because of a breach of this Development Agreement or to enforce any provision of this Development Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court or arbitrator.

11.15. Third Party Beneficiaries. Except as otherwise provided herein, City and Developer hereby renounce the existence of any third party beneficiary to this Development Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. Notwithstanding the above, City and Developer agree that Developer is a third party beneficiary of the Joint Implementation Agreement.

11.16. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Alameda Landing Commercial Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Development Agreement is contained in the instrument by which such person acquired an interest in the Alameda Landing Commercial Property.

11.17. Counterparts. This Development Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

11.18. Authority. The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', city councils', redevelopment agencies' or other approvals have been obtained.

IN WITNESS WHEREOF, City and Developer have executed this Development Agreement as of the date first set forth above.

**DEVELOPER:**

**PALMTREE ACQUISITION CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

**CITY OF ALAMEDA,**  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTESTATION:**

By: \_\_\_\_\_, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION OF ALAMEDA LANDING COMMERCIAL PROPERTY**

[Attached]

**Exhibit "A"**  
**FISC South**  
**APN: 074-0905-043 and a portion of 074-0905-042-01**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of the REMAINDER PARCEL as said parcel is shown on that certain map entitled "TRACT 7387 – BAYPORT", filed for record on June 24, 2003 in Book 271 of Maps at pages 1 through 34, inclusive, Alameda County Records, more particularly described as follows:

BEGINNING at the southwest corner of said REMAINDER PARCEL;

Thence along the westerly line of said parcel, also being the easterly right-of-way line of Main Street, as shown on said map, North 00°34'11" East 1398.37 feet to the northerly line of said REMAINDER PARCEL;

Thence leaving said lines, and along last said line, South 87°57'28" East 1923.89 feet to the westerly line of said REMAINDER PARCEL;

Thence leaving said line and along last said line, North 2°47'17" East 364.75 feet to a the northerly line of said REMAINDER PARCEL;

Thence leaving said line and along last said line, South 87°12'43 East 319.50 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, South 87°12'43" East 31.75 feet to the westerly line of said REMAINDER PARCEL;

Thence leaving said line and along last said line North 2°47'17" East 1472.64 feet to the northerly line of the parcel described as PROPOSED STORM WATER TREATMENT POND PARCEL;

Thence leaving said line and along last said line and continuing along the northerly line of said REMAINDER PARCEL the following nineteen (19) courses:

1. North 89°46'04" 1607.19 feet;
2. South 76°59'47" West 30.74 feet;
3. North 00°30'07" West 15.37 feet;
4. South 76°59'47" West, 51.25 feet;

5. North  $00^{\circ}30'13''$  West 28.00 feet to the beginning of a non-tangent curve to the right, having a radius of 955.37 feet, to which point a radial line bears North  $17^{\circ}36'08''$  West;
6. Along said curve through a central angle of  $1^{\circ}14'55''$ , an arc length of 20.82 feet to a compound curve, having a radius of 557.56 feet;
7. Along said curve, through a central angle of  $15^{\circ}51'00''$ , an arc length of 154.24 feet;
8. North  $89^{\circ}29'47''$  East 183.18 feet;
9. North  $00^{\circ}42'53''$  West 10.00 feet;
10. North  $87^{\circ}10'47''$  East 238.51 feet to the beginning of a curve to the right having a radius of 1136.01 feet;
11. Along said curve, through a central angle of  $3^{\circ}03'09''$ , an arc length of 60.52 feet;
12. South  $89^{\circ}46'04''$  East 1216.24 feet;
13. South  $88^{\circ}07'13''$  East 367.67 feet to the beginning of curve to the right, having a radius of 563.14 feet;
14. Along said curve, through a central angle of  $6^{\circ}00'30''$ , an arc length of 59.05 feet;
15. South  $82^{\circ}06'43''$  East 841.27 feet to the beginning of a curve to the right having a radius of 2867.83 feet,
16. Along said curve, through a central angle of  $00^{\circ}36'00''$ , an arc length of 30.03 feet to a compound curve, having a radius of 1435.47 feet,
17. Along said curve, through a central angle of  $1^{\circ}12'01''$ , an arc length of 30.07 feet to a compound curve, having a radius of 958.04 feet;
18. Along said curve, through a central angle of  $01^{\circ}47'59''$ , an arc length of 30.09 feet to a compound curve, having a radius of 719.34 feet,
19. Along said curve through a central angle of  $1^{\circ}12'56''$ , an arc length of 15.26 feet to the easterly line of said REMAINDER PARCEL, being the beginning of a non-tangent curve to the left, having a radius of 30,050.01 feet, to which point a radial line bears North  $66^{\circ}03'48''$  West;

Thence leaving said line and along said easterly line the following seven (7) courses:

1. Along said curve, through a central angle of  $00^{\circ}56'00''$ , an arc length of 489.48 feet to the beginning of a non-tangent curve to the left, having a radius of 60.00 feet, to which point a radial line bears North  $2^{\circ}09'25''$  West;
2. Along said curve, through a central angle of  $63^{\circ}17'05''$ , an arc length of 66.27 feet to a compound curve having a radius of 1222.09 feet;
3. Along said curve, through a central angle of  $31^{\circ}53'47''$ , an arc length of 680.33 feet to a compound curve having a radius of 1434.10 feet;
4. Along said curve, through a central angle of  $07^{\circ}09'19''$ , an arc length of 179.09 feet;
5. North  $87^{\circ}12'43''$  West 332.59;
6. South  $02^{\circ}04'31''$  West 464.06;
7. North  $87^{\circ}55'29''$  West, 499.91 feet to the easterly line of Tinker Avenue as said avenue is shown on that certain map entitled "TRACT 7511 – BAYPORT", filed for record on July 9, 2004 in Book 277 of Maps at pages 1 through 19, inclusive, Alameda County Records;

Thence leaving said line along last said line North  $02^{\circ}08'09''$  East 82.50 feet to the northerly right-of-way line of said Tinker Avenue;

Thence leaving said line and along said right-of-way line the following three (3) courses:

1. North  $87^{\circ}55'29''$  96.65 feet to the beginning of a curve to the left having a radius of 1350.00 feet;
2. Along said curve, through a central angle of  $13^{\circ}47'43''$ , an arc length of 325.04 feet;
3. South  $78^{\circ}16'48''$  West 21.27 feet to the easterly line of the PROPOSED STORM WATER PUMP STATION PARCEL;

Thence leaving said right-of-way line and along last said line, North 02°47'17" East 115.84 feet to the northerly line of last said parcel;

Thence leaving said line and along last said line, North 87°12'43" West 64.00 feet to the easterly line of the PROPOSED 39 UNIT PARCEL;

Thence leaving said line and along last said line, North 02°47'17" East 181.37 to the TRUE POINT OF BEGINNING.

Containing an area of 55.65 acres, more or less.

**Basis of Bearings:**

The Bearing between two found "City of Alameda" monuments on Main Street as shown on that certain map entitled, TRACT 7387 – BAYPORT, filed for record on June 24, 2003, in Book 271 of Maps at pages 1 through 34, inclusive, Alameda County Records, and taken as North 00°34'11" East 2613.13 feet is the Basis of Bearings for this map.

Bearings are based on the California Coordinate System of 1927 Zone III. All distances in this description are ground distances. Multiply by 0.9999295 to obtain grid distances.

A plat showing the above description is attached herein and made a part hereof as Exhibit "A-1".

LINE	BEARING	LENGTH
L1	S 87°12'43" E	31.75'
L2	S 76°59'47" W	30.74'
L3	N 00°30'07" W	15.37'
L4	S 76°59'47" W	51.25'
L5	N 00°30'13" W	28.00'
L6	N 89°29'47" E	183.18'
L7	N 00°42'53" W	10.00'
L8	N 87°10'47" E	238.51'
L9	N 02°08'09" E	82.50'
L10	N 87°55'29" W	96.65'
L11	S 78°16'48" W	21.27'
L12	N 02°47'17" E	115.84'
L13	N 87°12'43" W	64.00'
L14	N 02°47'17" E	181.37'

## SFISC\_remainder.txt

-----  
Parcel name: SFISC\_remainder

North: 473148.7231 East : 1485055.0457  
Line Course: S 87-12-43 E Length: 31.75  
North: 473147.1788 East : 1485086.7581  
Line Course: N 02-47-17 E Length: 1472.64  
North: 474618.0756 East : 1485158.3896  
Line Course: N 89-46-04 W Length: 1607.19  
North: 474624.5896 East : 1483551.2128  
Line Course: S 76-59-47 W Length: 30.74  
North: 474617.6727 East : 1483521.2611  
Line Course: N 00-30-07 W Length: 15.37  
North: 474633.0421 East : 1483521.1264  
Line Course: S 76-59-47 W Length: 51.25  
North: 474621.5102 East : 1483471.1907  
Line Course: N 00-30-13 W Length: 28.00  
North: 474649.5092 East : 1483470.9446  
Curve Length: 20.82 Radius: 955.37  
Delta: 1-14-55 Tangent: 10.41  
Chord: 20.82 Course: N 73-01-20 E  
Course In: S 17-36-08 E Course Out: N 16-21-13 W  
RP North: 473738.8706 East : 1483759.8550  
End North: 474655.5885 East : 1483490.8566  
Curve Length: 154.24 Radius: 557.56  
Delta: 15-51-00 Tangent: 77.62  
Chord: 153.75 Course: N 81-34-17 E  
Course In: S 16-21-13 E Course Out: N 00-30-13 W  
RP North: 474120.5861 East : 1483647.8458  
End North: 474678.1246 East : 1483642.9451  
Line Course: N 89-29-47 E Length: 183.18  
North: 474679.7346 East : 1483826.1180  
Line Course: N 00-42-53 W Length: 10.00  
North: 474689.7339 East : 1483825.9933  
Line Course: N 87-10-47 E Length: 238.51  
North: 474701.4693 East : 1484064.2144  
Curve Length: 60.52 Radius: 1136.01  
Delta: 3-03-09 Tangent: 30.27  
Chord: 60.52 Course: N 88-42-22 E  
Course In: S 02-49-13 E Course Out: N 00-13-56 E  
RP North: 473566.8353 East : 1484120.1098  
End North: 474702.8359 East : 1484124.7141  
Line Course: S 89-46-04 E Length: 1216.24  
North: 474697.9065 East : 1485340.9441  
Line Course: S 88-07-13 E Length: 367.67  
North: 474685.8464 East : 1485708.4162  
Curve Length: 59.05 Radius: 563.14  
Delta: 6-00-30 Tangent: 29.55  
Chord: 59.03 Course: S 85-06-58 E  
Course In: S 01-52-47 W Course Out: N 07-53-17 E  
RP North: 474123.0094 East : 1485689.9444  
End North: 474680.8210 East : 1485767.2287  
Line Course: S 82-06-43 E Length: 841.27  
North: 474565.3668 East : 1486600.5386  
Curve Length: 30.03 Radius: 2867.83  
Delta: 0-36-00 Tangent: 15.02

	SFISC_remainder.txt
Chord: 30.03	Course: S 81-48-43 E
Course In: S 07-53-17 W	Course Out: N 08-29-17 E
RP North: 471724.6818	East : 1486206.9646
End North: 474561.0896	East : 1486630.2641
Curve Length: 30.07	Radius: 1435.47
Delta: 1-12-01	Tangent: 15.03
Chord: 30.07	Course: S 80-54-42 E
Course In: S 08-29-17 W	Course Out: N 09-41-18 E
RP North: 473141.3428	East : 1486418.3841
End North: 474556.3398	East : 1486659.9574
Curve Length: 30.09	Radius: 958.04
Delta: 1-47-59	Tangent: 15.05
Chord: 30.09	Course: S 79-24-42 E
Course In: S 09-41-18 W	Course Out: N 11-29-17 E
RP North: 473611.9636	East : 1486498.7302
End North: 474550.8104	East : 1486689.5369
Curve Length: 15.26	Radius: 719.34
Delta: 1-12-56	Tangent: 7.63
Chord: 15.26	Course: S 77-54-15 E
Course In: S 11-29-17 W	Course Out: N 12-42-13 E
RP North: 473845.8815	East : 1486546.2705
End North: 474547.6126	East : 1486704.4589
Curve Length: 489.48	Radius: 30050.01
Delta: 0-56-00	Tangent: 244.74
Chord: 489.47	Course: S 23-28-12 W
Course In: S 66-03-48 E	Course Out: N 66-59-48 W
RP North: 462355.5246	East : 1514170.0027
End North: 474098.6082	East : 1486509.5057
Curve Length: 66.27	Radius: 60.00
Delta: 63-17-05	Tangent: 36.98
Chord: 62.96	Course: S 56-12-03 W
Course In: S 02-09-25 E	Course Out: N 65-26-30 W
RP North: 474038.6507	East : 1486511.7640
End North: 474063.5879	East : 1486457.1916
Curve Length: 680.33	Radius: 1222.09
Delta: 31-53-47	Tangent: 349.23
Chord: 671.58	Course: S 08-36-37 W
Course In: S 65-26-30 E	Course Out: S 82-39-43 W
RP North: 473555.6635	East : 1487568.7297
End North: 473399.5740	East : 1486356.6488
Curve Length: 179.09	Radius: 1434.10
Delta: 7-09-19	Tangent: 89.66
Chord: 178.98	Course: S 10-54-56 E
Course In: N 82-39-43 E	Course Out: S 75-30-24 W
RP North: 473582.7421	East : 1487779.0033
End North: 473223.8337	East : 1486390.5410
Line Course: N 87-12-43 W Length: 332.59	
North: 473240.0114	East : 1486058.3447
Line Course: S 02-04-31 W Length: 464.06	
North: 472776.2558	East : 1486041.5399
Line Course: N 87-55-29 W Length: 499.91	
North: 472794.3588	East : 1485541.9578
Line Course: N 02-08-09 E Length: 82.50	
North: 472876.8015	East : 1485545.0324
Line Course: N 87-55-29 W Length: 96.65	
North: 472880.3014	East : 1485448.4458
Curve Length: 325.04	Radius: 1350.00
Delta: 13-47-43	Tangent: 163.31
Chord: 324.26	Course: S 85-10-39 W

SFISC\_remainder.txt

Course In: S 02-04-31 W	Course Out: N 11-43-12 W
RP North: 471531.1868	East : 1485399.5589
End North: 472853.0420	East : 1485125.3346
Line Course: S 78-16-48 W	Length: 21.27
North: 472848.7214	East : 1485104.5081
Line Course: N 02-47-17 E	Length: 115.84
North: 472964.4243	East : 1485110.1427
Line Course: N 87-12-43 W	Length: 64.00
North: 472967.5374	East : 1485046.2185
Line Course: N 02-47-17 E	Length: 181.37
North: 473148.6927	East : 1485055.0406

Perimeter: 10092.31 Area: 2,423,900.12 sq.ft. 55.65 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0309	Course: S 09-29-38 W
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Error North: -0.03045	East : -0.00509
-----------------------	-----------------

Precision 1: 326,612.30

**Exhibit "A"**  
**FISC North**  
**APN: 074-0905-002-3**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of Parcel 1 and Parcel 2 described in that certain deed recorded on August 9, 1945 in Book 4757 of Official Records at page 138, Alameda County Records and a portion of Parcel No. 1 and Parcel No. 2 described in that certain deed recorded on December 18, 1944 in Book 4663 of Official Records at page 35, Alameda County Records and a portion of the parcel described in that certain deed recorded on December 18, 1944 in Book 4652 of Official Records at page 172, Alameda County Records and a portion of Parcel No. 1 and Parcel No. 2 described in that certain deed recorded on December 18, 1944 in Book 4652 of Official Records at page 168, Alameda County Records, as said parcels are shown on that certain map entitled "TRACT 7387 - BAYPORT", filed for record on June 24, 2003 in Book 271 of Maps at pages 1 through 34, inclusive, Alameda County Records, more particularly described as follows:

BEGINNING at the most northwesterly corner of the parcel described in Book 4652 of Official Records at page 172, Alameda County Records, and as shown on said map;

Thence continuing along the northerly line of said parcel, North 86°38'46" East 402.97 feet;

Thence continuing along said northerly line, South 84°06'14" East 14.55 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said northerly line the following four (4) courses:

1. South 84°06'14" East 553.05 feet;
2. North 87°53'46" East 726.00 feet;
3. South 87°21'14" East 858.00 feet;
4. South 58°36'14" East 153.54 feet to the northwesterly line of the parcel described in that certain deed recorded on September 24, 1941 in Book 4142 of Official Records at page 18, Alameda County Records;

Thence leaving said northerly line and along last said line, South 15°28'16" West 579.96 feet to the most northwesterly corner of Parcel No. 2 described in that certain deed recorded on December 18, 1944 in Book 4663 of Official Records at page 35;

Thence leaving said northwesterly line and along said northerly line of said Parcel No. 2, the following three (3) courses:

1. South  $31^{\circ}40'14''$  East 82.16 feet;
2. South  $81^{\circ}24'14''$  East 285.99 feet;
3. South  $88^{\circ}00'44''$  East 87.24 feet to the most northwesterly corner of Parcel B described in that certain deed recorded on December 1, 1967 in Reel 2084 of Official Records at Image 701, Alameda County Records, being the beginning of a non-tangent curve to the left having a radius of 30050.01 feet, to which point a radial line bears North  $65^{\circ}48'44''$  West;

Thence leaving said northerly line and along said westerly line of said Parcel B, along said curve, through a central angle of  $0^{\circ}12'27''$ , an arc length of 108.83 feet to a point on the southerly line of Parcel 2 described in that certain deed recorded on August 9, 1945 in Book 4757 of Official Records at page 138, Alameda County Records, being the beginning of a non-tangent curve to the left, having a radius of 741.84 feet, to which point a radial line bears North  $13^{\circ}02'54''$  East;

Thence leaving said westerly line along said southerly line of last said Parcel 2 the following five (5) courses:

1. Along said curve, through a central angle of  $1^{\circ}33'38''$ , an arc length of 20.21 feet to a compound curve, having a radius of 980.54 feet;
2. Along said curve, through a central angle of  $1^{\circ}47'59''$ , an arc length of 30.80 feet to a compound curve, having a radius of 1457.97 feet;
3. Along said curve, through a central angle of  $1^{\circ}12'01''$ , an arc length of 30.54 feet to the beginning of a non-tangent curve to the left, having a radius of 2890.33 feet, to which point a radial line bears North  $08^{\circ}27'44''$  East;
4. Along said curve, through a central angle of  $0^{\circ}36'00''$ , an arc length of 30.27 feet;
5. North  $82^{\circ}06'43''$  West 848.13 feet to a point on the southerly line of Parcel No. 1 described in that certain deed recorded on December 18, 1944 in Book 4652 of Official Records at page 168, Alameda County Records;

Thence leaving said southerly line of last said Parcel 2 and along said southerly line of last said Parcel No. 1, North  $88^{\circ}07'13''$  West 422.49 feet to the most southeasterly corner of Parcel 1 described in that certain deed recorded on August 9, 1945 in Book 4757 of Official Records at page 138, Alameda County Records;

Thence leaving last said southerly line and along said southerly line of last said Parcel 1, North 89°46'04" West 1484.98 feet to the easterly line of the parcel described as "PERMANENT EASEMENT P-L-3", as said parcel is described in that certain document entitled "GRANT OF PERMANENT EASEMENT", recorded on July 16, 2001 in Document No. 2001250956, Alameda County Records;

Thence leaving said line and along said easterly line, the following eight (8) courses:

1. North 00°27'33" East 233.03 feet;
2. North 54°46'25" East 55.48 feet;
3. North 49°27'12" East 89.33 feet;
4. North 42°29'56" East 104.80 feet;
5. North 35°03'27" East 112.29 feet;
6. North 27°04'40" East 127.42 feet;
7. South 89°36'01" East 70.20 feet;
8. North 00°23'59" East 163.16 feet to the TRUE POINT OF BEGINNING.

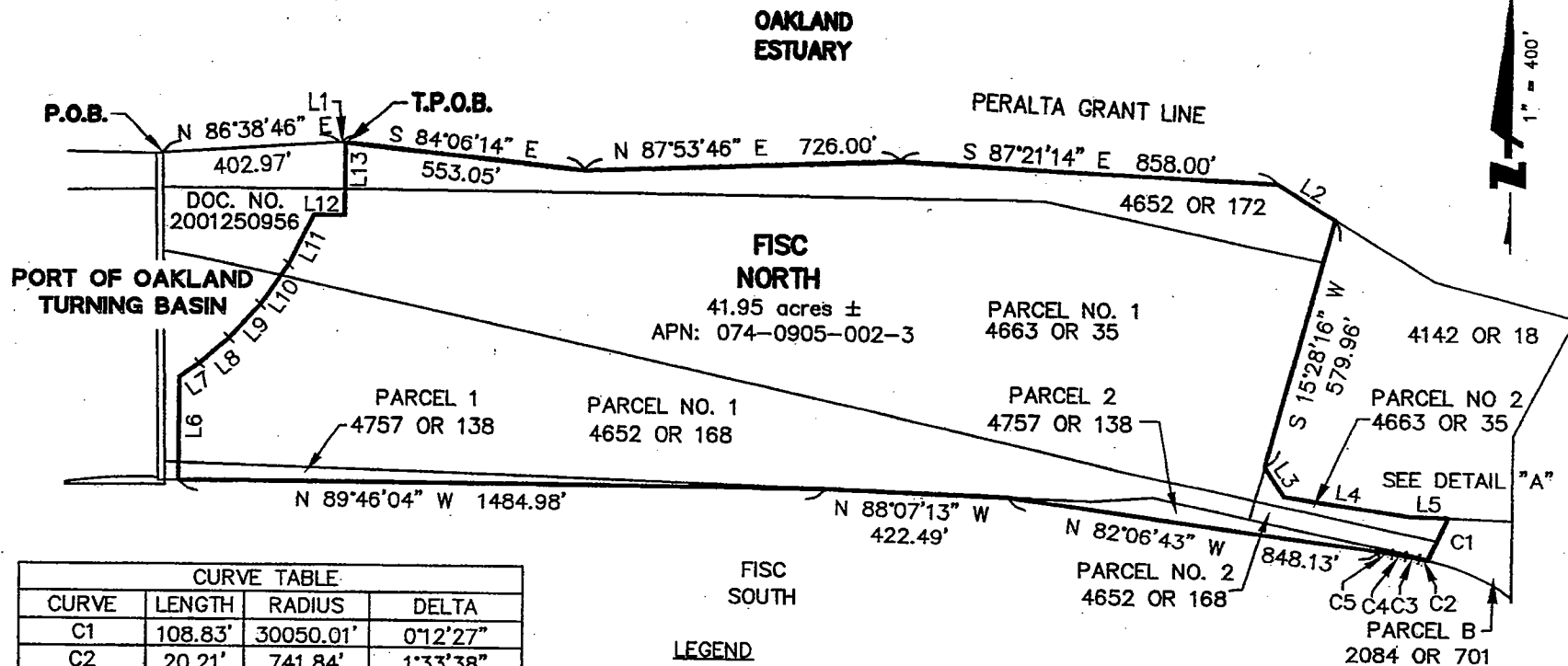
Containing an area of 41.95 acres, more or less.

**Basis of Bearings:**

The Bearing between two found "City of Alameda" monuments on Main Street as shown on that certain map entitled, TRACT 7387 – BAYPORT, filed for record on June 24, 2003, in Book 271 of Maps at pages 1 through 34, inclusive, Alameda County Records, and taken as North 00°34'11" East 2613.13 feet is the Basis of Bearings for this map.

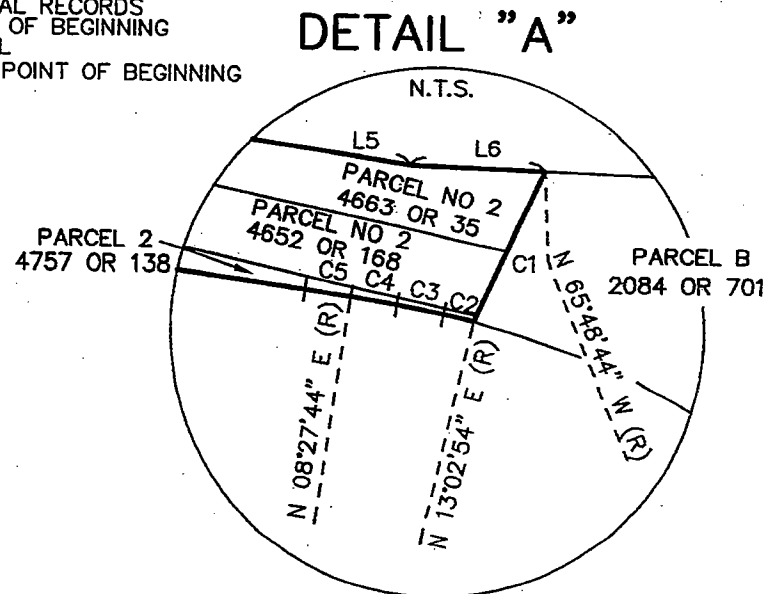
Bearings are based on the California Coordinate System of 1927 Zone III. All distances in this description are ground distances. Multiply by 0.9999295 to obtain grid distances.

A plat showing the above description is attached herein and made a part hereof as Exhibit "A-1".



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	108.83'	30050.01'	0°12'27"
C2	20.21'	741.84'	1°33'38"
C3	30.80'	980.54'	1°47'59"
C4	30.54'	1457.97'	1°12'01"
C5	30.27'	2890.33'	0°36'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 84°06'14" E	14.55'
L2	S 58°36'14" E	153.54'
L3	S 31°40'14" E	82.16'
L4	S 81°24'14" E	285.99'
L5	S 88°00'44" E	87.24'
L6	N 00°27'33" E	233.03'
L7	N 54°46'25" E	55.48'
L8	N 49°27'12" E	89.33'
L9	N 42°29'56" E	104.80'
L10	N 35°03'27" E	112.29'
L11	N 27°04'40" E	127.42'
L12	S 89°36'01" E	70.20'
L13	N 00°23'59" E	163.16'



NFISC\_remainder.txt

Parcel name: NFISC\_remainder

North: 475492.3321 East : 1484236.0016  
 Line Course: S 84-06-14 E Length: 553.05  
     North: 475435.5201 East : 1484786.1259  
 Line Course: N 87-53-46 E Length: 726.00  
     North: 475462.1726 East : 1485511.6365  
 Line Course: S 87-21-14 E Length: 858.00  
     North: 475422.5614 East : 1486368.7216  
 Line Course: S 58-36-14 E Length: 153.54  
     North: 475342.5745 East : 1486499.7812  
 Line Course: S 15-28-16 W Length: 579.96  
     North: 474783.6389 East : 1486345.0781  
 Line Course: S 31-40-14 E Length: 82.16  
     North: 474713.7141 East : 1486388.2150  
 Line Course: S 81-24-14 E Length: 285.99  
     North: 474670.9677 East : 1486670.9923  
 Line Course: S 88-00-44 E Length: 87.24  
     North: 474667.9417 East : 1486758.1798  
 Curve Length: 108.83 Radius: 30050.01  
     Delta: 0-12-27 Tangent: 54.42  
     Chord: 108.83 Course: S 24-05-03 W  
     Course In: S 65-48-44 E Course Out: N 66-01-11 W  
     RP North: 462355.5976 East : 1514170.0255  
     End North: 474568.5875 East : 1486713.7698  
 Curve Length: 20.21 Radius: 741.84  
     Delta: 1-33-38 Tangent: 10.10  
     Chord: 20.20 Course: N 77-43-55 W  
     Course In: S 13-02-54 W Course Out: N 11-29-16 E  
     RP North: 473845.9019 East : 1486546.2824  
     End North: 474572.8808 East : 1486694.0264  
 Curve Length: 30.80 Radius: 980.54  
     Delta: 1-47-59 Tangent: 15.40  
     Chord: 30.80 Course: N 79-24-44 W  
     Course In: S 11-29-16 W Course Out: N 09-41-17 E  
     RP North: 473611.9837 East : 1486498.7432  
     End North: 474578.5398 East : 1486663.7523  
 Curve Length: 30.54 Radius: 1457.97  
     Delta: 1-12-01 Tangent: 15.27  
     Chord: 30.54 Course: N 80-54-43 W  
     Course In: S 09-41-17 W Course Out: N 08-29-16 E  
     RP North: 473141.3625 East : 1486418.3994  
     End North: 474583.3639 East : 1486633.5935  
 Curve Length: 30.27 Radius: 2890.33  
     Delta: 0-36-00 Tangent: 15.14  
     Chord: 30.27 Course: N 81-50-17 W  
     Course In: S 08-27-44 W Course Out: N 07-51-43 E  
     RP North: 471724.5106 East : 1486208.2619  
     End North: 474587.6631 East : 1486603.6190  
 Line Course: N 82-06-43 W Length: 848.13  
     North: 474704.0588 East : 1485763.5139  
 Line Course: N 88-07-13 W Length: 422.49  
     North: 474717.9171 East : 1485341.2513  
 Line Course: N 89-46-04 W Length: 1484.98  
     North: 474723.9358 East : 1483856.2835

NFISC\_remainder.txt

Line	Course: N 00-27-33 E	Length: 233.03	
	North: 474956.9583		East : 1483858.1509
Line	Course: N 54-46-25 E	Length: 55.48	
	North: 474988.9596		East : 1483903.4714
Line	Course: N 49-27-12 E	Length: 89.33	
	North: 475047.0301		East : 1483971.3512
Line	Course: N 42-29-56 E	Length: 104.80	
	North: 475124.2982		East : 1484042.1515
Line	Course: N 35-03-27 E	Length: 112.29	
	North: 475216.2161		East : 1484106.6507
Line	Course: N 27-04-40 E	Length: 127.42	
	North: 475329.6695		East : 1484164.6522
Line	Course: S 89-36-01 E	Length: 70.20	
	North: 475329.1797		East : 1484234.8505
Line	Course: N 00-23-59 E	Length: 163.16	
	North: 475492.3358		East : 1484235.9888
Line	Course: S 10-18-17 W	Length: 0.00	
	North: 475492.3358		East : 1484235.9888

Perimeter: 7257.91 Area: 1,827,206.83 sq.ft. 41.95 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0133 Course: N 74-13-33 W

Error North: 0.00361 East : -0.01280

Precision 1: 545,706.77

**Exhibit "A"**  
**Alameda Landing Residential Area No. 1**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEGINNING at the southerly terminus of the line described as North 02°47'17" East 1161.09 feet, said line being the westerly line of the REMAINDER PARCEL, as said parcel is shown on that certain map entitled, "TRACT 7387 – BAYPORT", filed for record on June 24, 2003 in Book 271 of Maps at Pages 1 through 34, inclusive, Alameda County Records;

Thence along said line North 02°47'17" East 1472.64 feet to the northerly line of the parcel described as PROPOSED STORM WATER TREATMENT POND PARCEL;

Thence leaving said line, South 89°46'04" East 318.31 feet to the beginning of a curve to the right, having a radius of 1000.00 feet;

Thence along said curve, through a central angle of 21°10'08", an arc length of 369.47 feet to a point of compound curvature, having a radius of 19.00 feet;

Thence along said curve, through a central angle of 95°51'55", an arc length of 31.79 feet;

Thence South 27°15'59" West 285.76 feet to the beginning of a curve to the right, having a radius of 19.00 feet;

Thence along said curve, through a central angle of 90°00'00", an arc length of 29.85 feet;

Thence North 62°44'01" West 46.00 feet to the beginning of a curve to the left, having a radius of 179.00 feet;

Thence along said curve, through a central angle of 24°28'42", an arc length of 76.47 feet;

Thence North 87°12'43" West 60.38 feet;

Thence South 02°47'17" West 58.00 feet to the beginning of a non-tangent curve to the right, having a radius of 19.00 feet, to which point a radial line bears North 02°47'17" East;

Thence easterly and southerly along said curve, through a central angle of 90°00'00", an arc length of 29.85 feet;

Thence South  $02^{\circ}47'17''$  West 218.06 feet;

Thence South  $42^{\circ}12'43''$  East 11.31 feet

Thence South  $02^{\circ}47'17''$  West 5.53 feet to the beginning of a curve to the left, having a radius of 51.00 feet;

Thence along said curve, through a central angle of  $46^{\circ}02'05''$ , an arc length of 40.98 feet to a point of reverse curvature, having a radius of 19.00 feet;

Thence along said curve, through a central angle of  $68^{\circ}01'47''$ , an arc length of 22.56 feet to a point of reverse curvature, having a radius of 385.00 feet;

Thence along said curve, through a central angle of  $21^{\circ}59'42''$ , an arc length of 147.80 feet;

Thence South  $02^{\circ}47'17''$  West 64.83 feet to the beginning of a curve to the right, having a radius of 19.00 feet;

Thence along said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 29.85 feet;

Thence South  $02^{\circ}47'17''$  West 58.00 feet to the beginning of a non-tangent curve to the left, having a radius of 19.00 feet, to which point a radial line bears North  $02^{\circ}47'17''$  East;

Thence easterly and southerly along said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 29.85 feet;

Thence South  $02^{\circ}47'17''$  West 293.39 feet to the beginning of a curve to the right, having a radius of 19.00 feet;

Thence along said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 29.85 feet;

Thence South  $02^{\circ}47'17''$  West 58.00 feet to the beginning of a non-tangent curve to the right, having a radius of 19.00 feet, to which point a radial line bears North  $02^{\circ}47'17''$  East;

Thence South  $02^{\circ}47'17''$  West 343.80 feet;

Thence North  $87^{\circ}09'12''$  West 2.19 feet to the beginning of a non-tangent curve to the right, having a radius of 23.00 feet, to which point a radial line bears South  $79^{\circ}50'24''$  East;

Thence southerly and westerly along said curve, through a central angle of  $81^{\circ}37'30''$ , an arc length of 32.77 feet to a point on the northerly right-of-way line of Tinker Avenue as said avenue is shown on that certain map entitled, "TRACT 7511 - BAYPORT", filed for record on July 9, 2004 in Book 277 of Maps at Pages 1 through 19, inclusive, Alameda County Records, said point being a point of reverse curvature, having a radius of 1350.00 feet;

Thence along said right-of-way line, along said curve, through a central angle of  $13^{\circ}30'18''$ , an arc length of 318.20 feet;

Thence continuing along said right-of-way line, South  $78^{\circ}16'48''$  West 21.27 feet to the easterly line of the PROPOSED STORM WATER PUMP STATION PARCEL;

Thence leaving said right-of-way line and along last said line, North  $02^{\circ}47'17''$  East 115.84 feet to the northerly line of last said parcel;

Thence leaving said line and along last said line, North  $87^{\circ}12'43''$  West 64.00 feet to the easterly line of the PROPOSED 39 UNIT PARCEL;

Thence leaving said line and along last said line, North  $02^{\circ}47'17''$  East 181.37 to the westerly line of said REMAINDER PARCEL;

Thence leaving said line and along last said line, South  $87^{\circ}12'43''$  East 31.75 feet to the POINT OF BEGINNING.

Containing an area of 17.54 acres, more or less.

A plat showing the above description is attached herein and made a part hereof as Exhibit "A-1".

S 89°46'04" E 318.31'

R=1000.00  
Δ=21°10'08"  
L=369.47'

UNION PACIFIC  
RAILROAD ROW

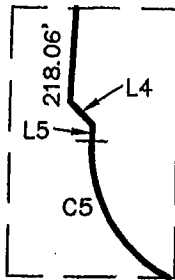
1"=200'

PROPOSED  
STORM WATER  
TREATMENT  
POND PARCEL

**ALAMEDA LANDING  
RESIDENTIAL AREA  
NO. 1**

17.54 ACRES±  
FISC SOUTH

DETAIL "A"  
NTS



N 02°47'17" E (R)

TRACT 7387  
BAYPORT  
271 MI  
REMAINDER PARCEL

S 02°47'17" W  
218.06'

SEE DETAIL "A"  
R=385.00  
Δ=21°59'42"  
L=147.80'

N 02°47'17" E 1472.64'

N 02°47'17" E (R)

S 02°47'17" W  
293.39'

N 02°47'17" E (R)

S 02°47'17" W  
343.80'

S 79°50'24" E (R)

SEE DETAIL "B"  
C11

R=1350.00  
Δ=13°30'18"  
L=318.20'

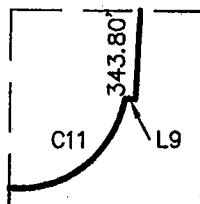
TINKER AVENUE

PROPOSED  
39 UNIT  
PARCEL

P.O.B.

PROPOSED  
STORM WATER  
PUMP STATION  
PARCEL

DETAIL "B"  
NTS



LINE TABLE

LINE	BEARING	LENGTH
L1	N 62°44'01" W	46.00'
L2	N 87°12'43" W	60.38'
L3	S 02°47'17" W	58.00'
L4	S 42°12'43" E	11.31'
L5	S 02°47'17" W	5.53'
L6	S 02°47'17" W	64.83'
L7	S 02°47'17" W	58.00'
L8	S 02°47'17" W	58.00'
L9	N 87°09'12" W	2.19'
L10	S 78°16'48" W	21.27'
L11	N 02°47'17" E	115.84'
L12	N 87°12'43" W	64.00'
L13	N 02°47'17" E	181.37'
L14	S 87°12'43" E	31.75'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	31.79'	19.00'	95°51'55"
C2	29.85'	19.00'	90°00'00"
C3	76.47'	179.00'	24°28'42"
C4	29.85'	19.00'	90°00'00"
C5	40.98'	51.00'	46°02'05"
C6	22.56'	19.00'	68°01'47"
C7	29.85'	19.00'	90°00'00"
C8	29.85'	19.00'	90°00'00"
C9	29.85'	19.00'	90°00'00"
C10	29.85'	19.00'	90°00'00"
C11	32.77'	23.00'	81°37'30"

**LEGEND**

NTS - NOT TO SCALE  
M - MAP  
P.O.B. - POINT OF BEGINNING  
(R) - RADIUS  
ROW - RIGHT OF WAY



4780 Chabot Drive  
Suite 104  
Pleasanton, CA 94588  
925/396-7700  
925/396-7799 (FAX)

Subject **EXHIBIT "A-1"**

**ALAMEDA LANDING RESIDENTIAL NO.1**

Job No. **20065092-10**

By **RL** Date **11/10/06** Chkd. **RLH**

SHEET **1** OF **1**

Parcel name: ALR\_1

North: 473147.1788 East : 1485086.7581  
Line Course: N 02-47-17 E Length: 1472.64  
North: 474618.0756 East : 1485158.3896  
Line Course: S 89-46-04 E Length: 318.31  
North: 474616.7855 East : 1485476.6970  
Curve Length: 369.47 Radius: 1000.00  
Delta: 21-10-08 Tangent: 186.86  
Chord: 367.37 Course: S 79-11-00 E  
Course In: S 00-13-56 W Course Out: N 21-24-04 E  
RP North: 473616.7937 East : 1485472.6439  
End North: 474547.8424 East : 1485837.5388  
Curve Length: 31.79 Radius: 19.00  
Delta: 95-51-55 Tangent: 21.05  
Chord: 28.21 Course: S 20-39-59 E  
Course In: S 21-24-04 W Course Out: S 62-44-01 E  
RP North: 474530.1525 East : 1485830.6058  
End North: 474521.4481 East : 1485847.4946  
Line Course: S 27-15-59 W Length: 285.76  
North: 474267.4400 East : 1485716.5799  
Curve Length: 29.85 Radius: 19.00  
Delta: 90-00-00 Tangent: 19.00  
Chord: 26.87 Course: S 72-15-59 W  
Course In: N 62-44-01 W Course Out: S 27-15-59 W  
RP North: 474276.1444 East : 1485699.6911  
End North: 474259.2556 East : 1485690.9866  
Line Course: N 62-44-01 W Length: 46.00  
North: 474280.3295 East : 1485650.0979  
Curve Length: 76.47 Radius: 179.00  
Delta: 24-28-42 Tangent: 38.83  
Chord: 75.89 Course: N 74-58-22 W  
Course In: S 27-15-59 W Course Out: N 02-47-17 E  
RP North: 474121.2189 East : 1485568.0929  
End North: 474300.0070 East : 1485576.7998  
Line Course: N 87-12-43 W Length: 60.38  
North: 474302.9440 East : 1485516.4912  
Line Course: S 02-47-17 W Length: 58.00  
North: 474245.0126 East : 1485513.6700  
Curve Length: 29.85 Radius: 19.00  
Delta: 90-00-00 Tangent: 19.00  
Chord: 26.87 Course: S 42-12-43 E  
Course In: S 02-47-17 W Course Out: S 87-12-43 E  
RP North: 474226.0351 East : 1485512.7458  
End North: 474225.1109 East : 1485531.7234  
Line Course: S 02-47-17 W Length: 218.06  
North: 474007.3090 East : 1485521.1166  
Line Course: S 42-12-43 E Length: 11.31  
North: 473998.9321 East : 1485528.7155  
Line Course: S 02-47-17 W Length: 5.53  
North: 473993.4087 East : 1485528.4465  
Curve Length: 40.98 Radius: 51.00  
Delta: 46-02-05 Tangent: 21.67  
Chord: 39.88 Course: S 20-13-46 E  
Course In: S 87-12-43 E Course Out: S 46-45-12 W

ALR\_1.txt

RP North: 473990.9279	East : 1485579.3861
End North: 473955.9858	East : 1485542.2372
Curve Length: 22.56	Radius: 19.00
Delta: 68-01-47	Tangent: 12.82
Chord: 21.26	Course: S 09-13-55 E
Course In: S 46-45-12 W	Course Out: S 65-13-01 E
RP North: 473942.9681	East : 1485528.3974
End North: 473935.0036	East : 1485545.6475
Curve Length: 147.80	Radius: 385.00
Delta: 21-59-42	Tangent: 74.82
Chord: 146.89	Course: S 13-47-08 W
Course In: S 65-13-01 E	Course Out: N 87-12-43 W
RP North: 473773.6179	East : 1485895.1896
End North: 473792.3449	East : 1485510.6453
Line Course: S 02-47-17 W	Length: 64.83
North: 473727.5917	East : 1485507.4919
Curve Length: 29.85	Radius: 19.00
Delta: 90-00-00	Tangent: 19.00
Chord: 26.87	Course: S 47-47-17 W
Course In: N 87-12-43 W	Course Out: S 02-47-17 W
RP North: 473728.5158	East : 1485488.5144
End North: 473709.5383	East : 1485487.5902
Line Course: S 02-47-17 W	Length: 58.00
North: 473651.6070	East : 1485484.7690
Curve Length: 29.85	Radius: 19.00
Delta: 90-00-00	Tangent: 19.00
Chord: 26.87	Course: S 42-12-43 E
Course In: S 02-47-17 W	Course Out: S 87-12-43 E
RP North: 473632.6295	East : 1485483.8448
End North: 473631.7053	East : 1485502.8223
Line Course: S 02-47-17 W	Length: 293.39
North: 473338.6626	East : 1485488.5513
Curve Length: 29.85	Radius: 19.00
Delta: 90-00-00	Tangent: 19.00
Chord: 26.87	Course: S 47-47-17 W
Course In: N 87-12-43 W	Course Out: S 02-47-17 W
RP North: 473339.5868	East : 1485469.5738
End North: 473320.6093	East : 1485468.6496
Line Course: S 02-47-17 W	Length: 58.00
North: 473262.6779	East : 1485465.8284
Curve Length: 29.85	Radius: 19.00
Delta: 90-00-00	Tangent: 19.00
Chord: 26.87	Course: S 42-12-43 E
Course In: S 02-47-17 W	Course Out: S 87-12-43 E
RP North: 473243.7004	East : 1485464.9042
End North: 473242.7762	East : 1485483.8817
Line Course: S 02-47-17 W	Length: 343.80
North: 472899.3832	East : 1485467.1588
Line Course: N 87-09-12 W	Length: 2.19
North: 472899.4919	East : 1485464.9715
Curve Length: 32.77	Radius: 23.00
Delta: 81-37-30	Tangent: 19.86
Chord: 30.06	Course: S 50-58-21 W
Course In: N 79-50-24 W	Course Out: S 01-47-06 W
RP North: 472903.5491	East : 1485442.3321
End North: 472880.5602	East : 1485441.6157
Curve Length: 318.20	Radius: 1350.00
Delta: 13-30-18	Tangent: 159.84
Chord: 317.47	Course: S 85-01-57 W

ALR\_1.txt

Course In: S 01-47-06 W	Course Out: N 11-43-12 W
RP North: 471531.2153	East : 1485399.5644
End North: 472853.0705	East : 1485125.3402
Line Course: S 78-16-48 W	Length: 21.27
North: 472848.7499	East : 1485104.5136
Line Course: N 02-47-17 E	Length: 115.84
North: 472964.4528	East : 1485110.1482
Line Course: N 87-12-43 W	Length: 64.00
North: 472967.5659	East : 1485046.2240
Line Course: N 02-47-17 E	Length: 181.37
North: 473148.7212	East : 1485055.0461
Line Course: S 87-12-43 E	Length: 31.75
North: 473147.1768	East : 1485086.7585

Perimeter: 4929.52 Area: 764,074.87 sq.ft. 17.54 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0020 Course: S 12-06-24 E  
 Error North: -0.00197 East : 0.00042  
 Precision 1: 2,464,785.00

**Exhibit "A"**  
**Alameda Landing Residential Area No. 2**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEGINNING at the southwest corner of the parcel described in that certain document recorded in Book 4142 of Official Records at Page 18, Alameda County Records, and as said parcel is shown on that certain map entitled, "TRACT 7387 - BAYPORT", filed for record on June 24, 2003 in Book 271 of Maps at pages 1 through 34, inclusive, Alameda County Records;

Thence along the southerly line of said parcel South  $81^{\circ}24'14''$  East 285.99 feet;

Thence continuing along said line, South  $88^{\circ}00'44''$  East 87.24 feet to the easterly line of said parcel, said point being the beginning of a non-tangent curve to the left, having a radius of 30,050.01 feet, to which point a radial line bears North  $65^{\circ}48'44''$  West;

Thence leaving said line and southwesterly along last said line, along said curve, through a central angle of  $1^{\circ}05'01''$ , an arc length of 568.32 feet to a point on the easterly line of the REMAINDER PARCEL, as said parcel is shown on said map, said point being the beginning of a non-tangent curve to the left, having a radius of 735.00 feet, to which point a radial line bears North  $33^{\circ}07'56''$  East;

Thence leaving said easterly line, and northwesterly along said curve, through of central angle of  $6^{\circ}56'58''$ , an arc length of 89.15 feet to a point of reverse curvature, having a radius of 670.00 feet;

Thence along said curve, through a central angle of  $21^{\circ}09'07''$ , for an arc length of 247.34 feet to a point of reverse curvature, having a radius of 1065.00 feet;

Thence along said curve, through a central angle of  $5^{\circ}36'45''$ , an arc length of 104.32 feet;

Thence North  $34^{\circ}24'02''$  East 366.04 feet to the POINT OF BEGINNING.

Containing an area of 4.26 acres, more or less.

A plat showing the above description is attached herein and made a part hereof as Exhibit "A-1".

FISC NORTH

4142 O.R. 18

UNION PACIFIC  
RAILROAD ROW

P.O.B.

S 81°24'14" E  
285.99'

L1

N 65°48'44" W (R)

N 34°24'02" E  
366.04'

ALAMEDA LANDING  
RESIDENTIAL AREA  
NO. 2  
4.26 ACRES±

R=30050.01  
Δ=105°01"  
L=568.32

TRACT 7387 - BAYPORT  
271 M I  
FISC SOUTH

N 33°07'58" E (R)

**LEGEND**

M - MAP  
O.R. - OFFICIAL RECORDS  
P.O.B. - POINT OF BEGINNING  
(R) - RADIUS  
ROW - RIGHT OF WAY

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S 88°00'44" E	87.24'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA
C1	89.15'	735.00'	6°56'58"
C2	247.34'	670.00'	21°09'07"
C3	104.32'	1065.00'	5°36'45"



4780 Chabot Drive  
Suite 104  
Pleasanton, CA 94588  
925/396-7700  
925/396-7799 (FAX)

Subject **EXHIBIT "A-1"**

**ALAMEDA LANDING RESIDENTIAL NO.2**

Job No. **20065092-10**

By **RL** Date **11/10/06** Chkd. **RLH**

SHEET **1** OF **1**

ALR\_2.txt

Parcel name: ALR\_2

North: 474713.7084 East : 1486388.2177  
 Line Course: S 81-24-14 E Length: 285.99  
 North: 474670.9620 East : 1486670.9950  
 Line Course: S 88-00-44 E Length: 87.24  
 North: 474667.9359 East : 1486758.1825  
 Curve Length: 568.32 Radius: 30050.01  
 Delta: 1-05-01 Tangent: 284.19  
 Chord: 568.32 Course: S 23-38-45 W  
 Course In: S 65-48-44 E Course Out: N 66-53-45 W  
 RP North: 462355.5918 East : 1514170.0282  
 End North: 474147.3362 East : 1486530.2405  
 Curve Length: 89.15 Radius: 735.00  
 Delta: 6-56-58 Tangent: 44.63  
 Chord: 89.09 Course: N 60-20-33 W  
 Course In: S 33-07-56 W Course Out: N 26-10-58 E  
 RP North: 473531.8387 East : 1486128.5093  
 End North: 474191.4212 East : 1486452.8179  
 Curve Length: 247.34 Radius: 670.00  
 Delta: 21-09-07 Tangent: 125.10  
 Chord: 245.94 Course: N 53-14-28 W  
 Course In: N 26-10-58 E Course Out: S 47-20-05 W  
 RP North: 474792.6731 East : 1486748.4461  
 End North: 474338.6047 East : 1486255.7781  
 Curve Length: 104.32 Radius: 1065.00  
 Delta: 5-36-45 Tangent: 52.20  
 Chord: 104.28 Course: N 45-28-17 W  
 Course In: S 47-20-05 W Course Out: N 41-43-20 E  
 RP North: 473616.8391 East : 1485472.6565  
 End North: 474411.7339 East : 1486181.4351  
 Line Course: N 34-24-02 E Length: 366.04  
 North: 474713.7564 East : 1486388.2386

Perimeter: 1748.46 Area: 185,575.71 sq.ft. 4.26 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0524 Course: N 23-30-31 E  
 Error North: 0.04802 East : 0.02089  
 Precision 1: 33,366.41

**EXHIBIT B**

**MAP OF ALAMEDA LANDING COMMERCIAL PROPERTY**

[Attached]

## **EXHIBIT C**

### **PUBLIC BENEFITS**

The Public Benefits of the Alameda Landing Commercial Project are as follows:

- Eliminating blighting influences and correcting environmental deficiencies in the area, including, but not limited to, abandoned buildings, incompatible land uses, depreciated or stagnant property values, and inadequate or deteriorated public improvements, facilities, and utilities.
- Replanning, redesigning, and developing undeveloped and underdeveloped areas that are improperly utilized to achieve a balanced mix of land uses and create a vibrant new neighborhood in City.
- Expanding and improving the community's supply of housing through the installation of needed site improvements and the construction of housing, consistent with the existing density and character of City and with existing City policies and standards.
- Increasing City's supply of land available for residential development and increasing the supply of affordable housing in City.
- Providing diversity in housing opportunities through compliance with CIC inclusionary housing policy.
- Strengthening and diversifying the economic base of the Alameda Landing Project area and the community by adding business park uses and retail uses that will provide new amenities for City residents, including new shops, restaurants and services.
- Achieving job creation and economic development.
- Actively seeking and promoting business by providing new retail land uses that will complement and provide synergies with existing retail development at Webster Street, the Alameda Towne Centre and other locations within City, in accordance with the Alameda Citywide Retail Policy.
- Facilitating the emergence of commercial sectors through improvement of transportation access to commercial areas, improvement of safety within the Alameda Landing Project area, and the installation of needed site improvements to stimulate new commercial expansion, employment, and economic growth.
- Maximizing tax increment, new sales tax, and developing a municipal services district and other funding mechanisms in order to pay for the public infrastructure

required for economic development in the Alameda Landing Project area, and ensuring compliance with City's fiscal neutrality policy for redevelopment and reuse of former federal facilities.

- Emphasizing employment and a mix of economic development opportunities that complement economic development strategies in other parts of City and promoting a jobs-housing balance to the extent practicable.
- Seamlessly integrating the Alameda Landing Commercial Project site into City by: emphasizing Mixed Use development; ensuring land use compatibility within and surrounding the Alameda Landing Commercial Project site; creating the same "small town" character on the Alameda Landing Commercial Project site which is highly valued by the existing community; achieving the same human-scale, tree-lined character of neighborhood walkable streets found throughout the existing City; reflecting the grid street pattern that is characteristic of the existing City.
- Reducing the impact of the automobile and energy consumption by: (1) facilitating public transit opportunities to and within the Alameda Landing Commercial Project area to the extent feasible; (2) providing a system of bikeways, parks, and pedestrian paths to facilitate access to parks, recreational areas and the waterfront from all parts of western Alameda; and (3) implementing a Transportation Demand Management ("TDM") program that will reduce Alameda Landing Project-related traffic and associated noise and air quality impacts.
- Protecting and improving the waterfront by enhancing views of water and public access to the waterfront in all development and creatively encouraging the usage of the waterfront, by providing a waterfront promenade, public art, open space, and other public amenities.
- Providing adequate vehicular access to and within the Alameda Landing Commercial Project site without impeding access to existing areas of City.
- Providing parks and publicly-accessible open space within the Alameda Landing Commercial Project site to service the needs of the residents of the Alameda Landing Project site and surrounding neighborhoods.
- Promoting energy efficiency in facility development, utilizing recycled materials to the extent feasible, and applying low water demand techniques in all new development, including all landscape development.
- Visually enhancing surrounding areas representing key Alameda gateways.

## **EXHIBIT D**

### **IMPACT FEES**

1.-\_\_\_\_\_The following Impact Fees shall apply to the Alameda Landing Commercial Project as provided in Section 3.6.3 of the Development Agreement:

- i. Construction Improvement Tax: One percent (1 %) of construction cost of all uses.
- ii. Dwelling Unit Tax: \$1,342.00 per residential unit.
- iii. Sewer Connection Fee: Minimum of \$ 866.00 per structure for residential, office/R&D, and retail development, as calculated in accordance with attached worksheet.
- iv. Police and Fire: All uses: \$ 0.155 per square foot of gross building area.
- v. Community Planning Fee: All uses: 0.3% of building valuation.
- vi. Strong Motion Instrumentation Program Fee ("SMIP"): Residential: .0001 of valuation; commercial: .00021 of valuation.
- vii. Citywide Development Fee: Two and one-half percent (2.5%) of the following fees: Residential (per unit): \$3,740; Office/R&D (per square foot): \$4.65; and Retail Per Square Foot: \$4.85.
- viii. Public Art: If Developer elects payment of in-lieu fee rather than provision of public art, developer shall pay an amount equivalent to 1% of building development costs as defined in Section 30-65.2, not to exceed (a) \$150,000 for Master Plan sub-area 1 and (b) \$150,000 for Master Plan sub areas 2 and 3 combined.
- ix. Affordable Housing Fees: Retail: \$1.99 per square foot of gross building area; office/R&D: \$3.92 per square foot of gross building area.
- x. Solid Waste and Recycling: The Developer shall comply with the requirements of Municipal Code Chapter 21 Solid Waste and Recycling and shall pay fees as follows:
  - a. AB 939/Measure D Program Fee: \$8.67 per actual ton hauled off site. (Does not apply to Alameda Landing Project, per Section 3.6.3 of this Agreement.)
  - b. Infrastructure Impacts Mitigation Fee \$2.86 per actual ton hauled

- c. Street Restoration Fee: \$0.40 per ton per mile for construction hauled to site. (Does not apply to Alameda Landing Project, per Section 3.6.3 of this Agreement.)
  - d. Performance Security Bond: \$95.00 per ton hauled off site.
  - e. Penalty for Failure to Meet Diversion Goal: \$95 for each ton required to be diverted but which is not diverted.
- xi. Dredging Fee: \$1.30 per cubic yard.

The following Impact Fee inflators shall apply to the Alameda Landing Commercial Project as provided in Section 3.6.3 of the Development Agreement:

- a. Commencing on January 1st of the year after the Effective Date of the Development Agreement, if the City of Alameda Master Fee resolution ("Master Fee Resolution") has been revised since the Effective Date to implement an annual fee escalation, then the fees listed in Section 1 of this Exhibit D, except the Community Planning Fee, SMIP Fee, Public Art Fee, Affordable Housing Fee, and Construction Improvement Tax (the "Excepted Fees"), shall increase by the lesser of the percentage increase reflected in the Bay Area Consumer Price Index for the period between the Effective Date and that January 1st or the escalation for such fees provided in the most recently adopted Master Fee Resolution for the period between the Effective Date and that January 1st, if applicable. Each January 1st thereafter, if the Master Fee Resolution has been revised during the prior year to implement an annual fee escalator, then the fees listed in Section 1 of this Exhibit D, except the Excepted Fees, shall increase by the lesser of the percentage increase reflected in the Bay Area Consumer Price Index for that year or the escalation provided in the Master Fee Resolution for such fees adopted during the prior year. If the escalator in the Master Fee Resolution is adopted or amended less frequently than annually, then the fees listed in Section 1 of this Exhibit D, except the Excepted Fees, shall increase only on the January 1st of the years immediately after the Master Fee Resolution was so revised and by an amount equal to the lesser of the escalator provided in the Master Fee Resolution for such fees or the cumulative percentage increase in the Bay Area Consumer Price Index since the last increase in the fees listed in Section 1 of this Exhibit D, except the Excepted Fees.
- b. The Affordable Housing Fees shall be adjusted annually to reflect the percentage change in the cost of construction as reported in the Engineering News Record-Construction Price Index for the San Francisco Bay Area.

City of Alameda ~ Permit Center  
 2263 Santa Clara Avenue, Room 190 ■ Alameda CA 94501  
 Phone 510-747-6800 ■ Fax 510-747-6804

**SEWER CONNECTION FEE WORKSHEET**  
*Industrial / Commercial / Public Use*



Property Address: \_\_\_\_\_ Permit #: \_\_\_\_\_

	Quantity	X	Points Each	=	Total Points
Bath Tub			8		
Clothes Washer			4		
Commercial Dishwasher			8		
Dental Cuspidors			2		
Drinking Fountain			2		
Floor Drain (2 - 3" - 4")			3 - 4		
Floor Sink			2		
Gang Shower			4 + N		
Garbage Grinder			4		
Interceptor (Car Wash)			12		
Interceptor (Grease)			3		
Laundry Tubs			8		
Receptor			3		
Restaurant Sink			8		
Shower			8		
Sink Box (Corner)			4		
Sink (Flushing Rim)			6		
Urinal (Pedestal)			6		
Urinal (Stall)			5		
Wash Basin			3		
Water Closet			6		
Water Closet (Flush Valve)			8		
Wash-Up Sink			8		
<b>TOTAL POINTS</b>					
<b>(A) Fees = Total Points X \$8.00</b>			\$		
<b>(B) Minimum Fee \$839.00</b>			\$		

**PAY (A) OR (B) — WHICHEVER IS GREATER**

**City of Alameda**  
 Permit Center  
 2263 Santa Clara Avenue, Room 190 ■ Alameda, CA 94501  
 Phone: 510-747-6800 ■ Fax: 510-747-6804



## Sewer Connection Fee Worksheet Residential

Property Address: \_\_\_\_\_

Description: \_\_\_\_\_

Date: \_\_\_\_\_ By \_\_\_\_\_

	Quantity	X Points Each	= Points
Bath Tubs		8	
Shower		2	
Water Closet		4	
Wash Basin		1	
Dishwasher / Sink		2	
Garbage Disposal		2	
Clothes Washer		2	
Laundry Tub		2	
Bar Sink		1	
Floor Drain		2	
<b>TOTAL POINTS</b>			
(A) Fees = Total Points X \$8.00		\$	
(B) Minimum Fee = \$818.00		\$	

Pay (A) or (B) — Whichever is greater

**EXHIBIT E**

**UTILITY DEMOLITION CRITERIA AT EAST HOUSING**

[Attached]



**CITY OF ALAMEDA  
FISC CATELLUS PROJECT**



**Harris & Associates**

Program Managers  
Construction Managers  
Civil Engineers

**Policy of the Alameda / Catellus Program Steering Committee -**

**Utility Demolition Criteria at East Housing Area**

Final Draft - September 24, 2001

1. **Basic Concept** - This policy establishes criteria for removal or abandonment-in-place of existing public and private utilities in the East Housing area of the Naval Air Station. The policy will be modified as needed to apply to future demolition areas in the Catellus project or Alameda Point Projects. The utility demolition concept is to first secure the disconnection of service points into the area's perimeter and provide temporary bypass connections to maintain service to existing facilities; then provide a combination of complete removal of utilities in the surface excavation zone, selective removal in the middle zone, and abandonment-in-place in the deeper zone. Full consideration will be given to avoiding or removing hazardous materials and to avoiding penetration of the Marsh Crust. Sufficient monitoring, sampling, and inspection shall be provided by the Construction Manager throughout the demolition process to ensure compliance with environmental protection requirements.
2. **Pole Mounted Transformers** - APT will remove transformers on poles, since they have crews experienced with the installation and removal of such facilities. This should reduce the possibility of a transformer being damaged during removal. APT has requested the contractor pay APT \$15,000 (\$10,000 residential and \$5,000 commercial) for the removal and disposal of the transformers. The demolition contract shall to clarify that APT would be responsible for cleanup if they drop a transformer and it spills oil or PCB's.
3. **Potholing Reconnaissance** - All documented utilities shall be potholed by Contractor to determine the depth, size, and material.  
  
The procedure for identifying and dealing with "undocumented" utilities when they are encountered shall be set forth in Catellus' and/or Contractor's Site Management Plans, including dealing with hazardous materials.
3. **Marsh Crust** - Marsh crust may be encountered in excavations lower than three feet below the existing ground surface. Marsh crust shall be handled in accordance with the City's Marsh Crust Ordinance, a copy of which shall be provided to the demolition contractor. Certain utilities will be abandoned in place as outlined below, to minimize penetration of the Marsh Crust.
4. **Asbestos** - All facilities containing asbestos shall be identified by potholing as indicated in the plans and specifications, and removed from the site and disposed of in accordance with prevailing laws.
5. **Excavation Criteria by Depth**: Removal of all utilities within the top 4-feet is dictated by the groundwater level, Marsh Crust depth, and expected building foundation types. The groundwater level is about 4-feet below ground surface. The Marsh Crust is at about the same elevation, but varies. It is relatively inexpensive to remove utilities above the groundwater and

Marsh Crust because no dewatering, Marsh Crust disposal, or bay mud disposal or import fill material will be required. In addition, post tension slab building foundations are expected in the residential area. These foundations will not likely extend deeper than 3-feet below the final ground surface. Future landscaping will also not extend below the groundwater elevation. Thus, a majority of the future improvements will be constructed within the 4-foot utility removal zone.

- a. **Existing Ground Surface to -2.0 feet** – The top two feet shall be “combed” to remove all utilities. The combing process (deep scarification) shall be performed by a large track dozer dragging several large ripper teeth. This will remove all documented and undocumented utilities within the top two feet.
- b. **From -2.0 to -4.0 feet** – All documented utilities shall be removed by excavation.
- c. **Below -4.0 feet** – All utilities 6-inches and greater in diameter shall be filled with two-sack slurry. The utility shall be exposed every 100-feet of its abandoned length. A small opening shall be made in the pipe to verify that the slurry has completely filled the pipe.

Utilities less than 6-inches in diameter may be left in place untouched.

Note: additional criteria will apply to areas outside the East Housing Area due to depth of excavations required for new public streets.

6. **Structures** - The upper 4-feet of each manhole and other structure shall be removed and disposed of off-site. The remaining manhole will be backfilled with import material. A 6-inch diameter drain hole shall be provided at the bottom of the fill.
7. **Different Ownership and Land Use Areas** – The demolition process will distinguish between future limits of public and private ownership, or between different uses such as building pads, roadways, parking lots, school, park, or low / moderate income housing.
8. **Utilities in Future Street Areas** - Street utilities will extend into the zone in which utilities will be abandonmened in place (deeper than 4 feet). Rather than delineate future street locations on demolition plans and estimate the removal depth necessary to allow construction of future utilities, removals of deep utilities will occur based on field decisions as the new utilities are constructed.
9. **Utilities to be Protected.** Utilities running through the East Housing site requiring relocation or preservation, or those serving perimeter uses such as Coast Guard Housing, are indicated on the demolition and grading plans.
10. **Coordination with Utility Companies.** General Notes III-1, III-2, and IV-1 on the grading and demolition plans, as well as the Contract Documents (section 02220-4, 1.7E), identify requirements for the Contractor to contact utility companies to coordinate disconnection or preservation of services. Because the issue of jurisdiction for existing gas piping (City or Navy or PG&E) is not yet resolved, it is assumed the Contractor will remove the abandoned gas lines, coordinating with PG&E as needed.
11. **Hazmat Zones** – IR Sites 4, 5, and 6 have been cleaned up by the Navy. The Phase I residential demolition does not encroach on the other IR sites.

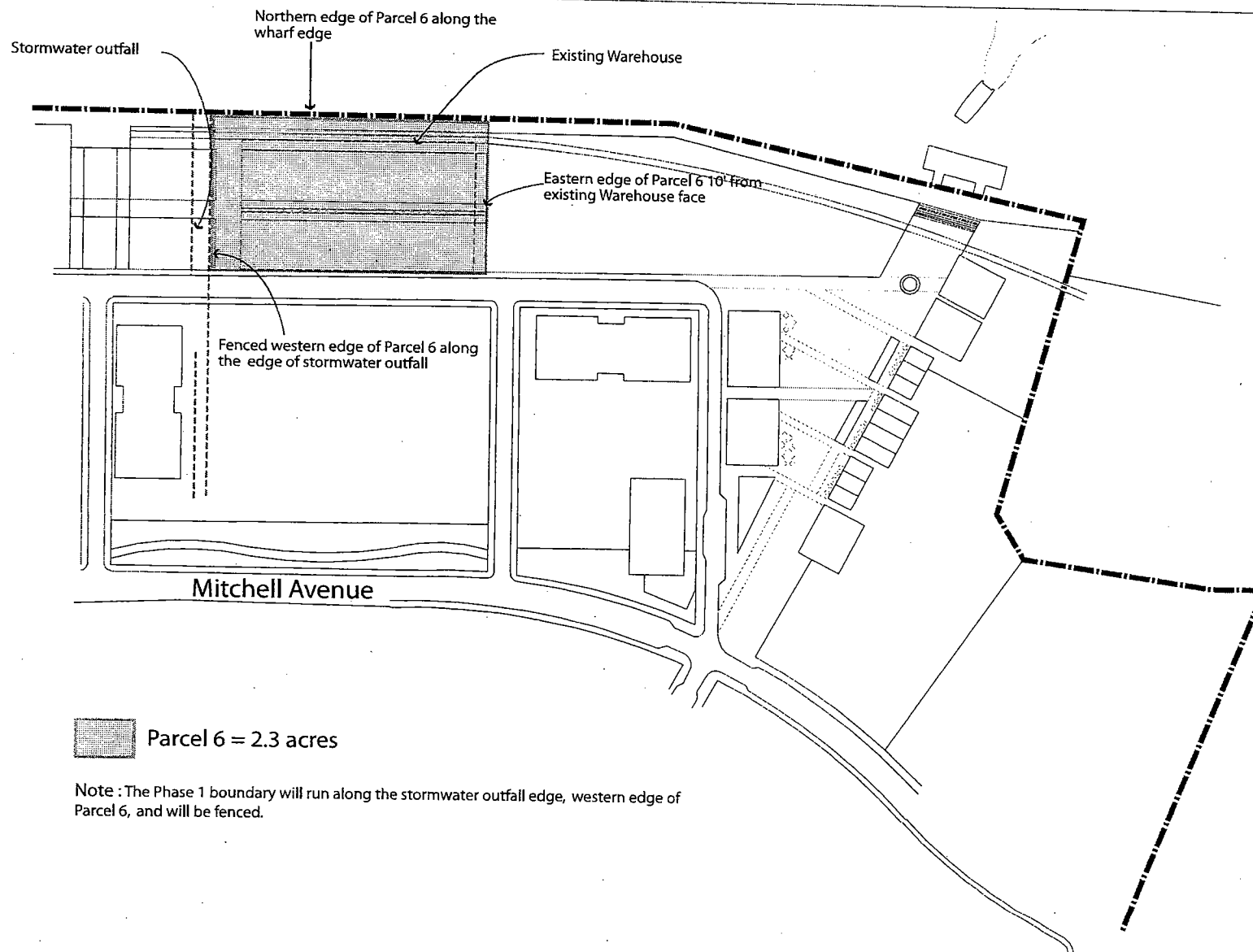
**End of Policy.**



**EXHIBIT F**

**LOCATION OF PHASE ONE WHARF FENCE**

[Attached]



Client  
ProLogis

Team  
SMWM

Alameda Landing  
**Conveyance Parcel-6**

November 2006

**SMWM**

architecture  
interiors  
planning  
urban design

www.smwm.com

**EXHIBIT G**

**MITIGATION MONITORING AND REPORTING PROGRAM**

[Attached]

# MITIGATION MONITORING AND REPORTING PROGRAM

## Bayport/Alameda Landing Mixed Use Development Project

### Introduction

The California Environmental Quality Act, in Section 21081.6 of the Public Resources Code, requires a public agency to adopt a monitoring or reporting program when it approves or carries out a project for which an Environmental Impact Report (EIR) has been certified that identifies one or more significant effects on the environment. The purpose of a mitigation monitoring program is to ensure that measures adopted to mitigate or avoid significant environmental impacts are implemented. This Mitigation Monitoring and Reporting Program (MMRP) has been prepared to comply with the requirements of Section 21081.6, and describes the mitigation monitoring and reporting process for the Catellus Mixed Use Development Project, as modified for the Alameda Landing Mixed Use Development Project. The City of Alameda views the monitoring program as a working guide to facilitate the implementation of mitigation measures.

Table 1 presents the mitigation measures identified for the revised project. Mitigation measures are numbered with a symbol indicating the topical section to which the mitigation measures pertain, a hyphen, and the impact number. For example, NOI-1 is the first mitigation measure identified in the noise analysis.

AES	=	Aesthetics
AQ	=	Air Quality
BIO	=	Biological Resources
CUL	=	Cultural Resources
GEO	=	Geology, Soils and Seismicity
HAZ	=	Hazards and Hazardous Materials
HYD	=	Hydrology and Storm Drainage
NOI	=	Noise
PUB	=	Public Services
T/C	=	Traffic, Circulation and Parking
UTL	=	Utilities and Service Systems

## Roles and Responsibilities

As the lead agency under CEQA, the City of Alameda is required to monitor the proposed project to ensure that the adopted mitigation measures are implemented effectively. The City will be responsible for ensuring full compliance with the provisions of this monitoring program and has primary responsibility for implementation of the monitoring program, although it is permitted to delegate this responsibility to other public agencies and private entities. The purpose of this monitoring program is to document that the mitigation measures adopted by the City of Alameda are implemented by the responsible parties, which include:

City	City of Alameda
CIC	Community Improvement Commission of the City of Alameda
B	Developer of Bayport
ALC developer	Developer of Alameda Landing Mixed Use Commercial Project on Master Plan Sub-Areas 1, 2 and 3
ALR developer	Developer of Alameda Landing Mixed Use Residential Project on Master Plan Sub-Areas 4a and b
AUSD	Alameda Unified School District

This MMRP identifies variety of mitigation measures for which ALC developer and/or ALR developer are identified as the "Party Responsible for Funding." The CIC is required to reimburse ALC developer for some of these expenditures on the terms and conditions established in the AL DDA. Nothing in this MMRP shall alter the obligations of the parties as set forth in the AL DDA.

### Additional definitions:

Affordable Housing Site	The completed 62-unit affordable housing site adjacent to the Bayport site
AL Backbone Infrastructure	Backbone Infrastructure for ALC site and ALR site (as defined in the AL DDA)
AL DDA	Disposition and Development Agreement (Alameda Landing Mixed Use Project)
AL Development Agreements	Development Agreement (Alameda Landing Mixed Use Commercial Project) and Development Agreement (Alameda Landing Mixed Use Residential Project)
ALC site	Master Plan Sub-Areas 1, 2 and 3 (Alameda Landing Mixed Use Commercial Project site)

AL MSD	Alameda Landing Municipal Services District (as defined in the AL DDA)
ALR site	Master Plan Sub-Area 4a and b (Alameda Landing Mixed Use Residential Project site)
Bayport Backbone Infrastructure	Backbone Infrastructure for Bayport site as defined in Bayport DDA
Bayport DDA	Disposition and Development Agreement for the Sale and Development of the FISC and East Housing Sites, dated June 16, 2000, as amended
Bayport site	Bayport Alameda residential project site (described in the Bayport DDA)
Future Housing Authority Sites	Future Alameda Landing residential sites developed with multifamily housing consistent with the Clayton Guyton Settlement Agreement
Master Plan	Bayport/Alameda Landing Project Master Plan
Multifamily Housing Site	The 39-unit affordable housing site located at 401 Stargell Avenue
Multifamily Sites	The Affordable Housing Site, the Future Housing Authority Sites and the Multifamily Housing Site

## Mitigation Monitoring Program

Table 1 presents a compilation of the Mitigation Measures in the certified SEIR. The purpose of the table is to provide a single comprehensive list of mitigation measures, implementation and oversight responsibility, and timing.

Because the SEIR is a Supplemental EIR for an ongoing project, some of the identified Mitigation Measures already have been fully or partially implemented. Mitigation measures, or portions thereof, which already have been implemented are indicated in *italics*.

Because the Bayport residential project component of the Catellus Mixed Use Development Project is not proposed to be amended and is the subject of a Development Agreement, mitigation measures from the 2000 MMRP that are being revised with respect to the Alameda Landing project are not being revised with respect to the Bayport project. Instead, in the case of new or revised mitigation measures, the Bayport project remains subject to the mitigation measures contained in the 2000 MMRP, which are attached to this MMRP as Table 2. Mitigation measures in Table 2 that have been completed are identified as completed.

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>Population and Housing</b>				
<b>POP-1:</b>				
<ul style="list-style-type: none"> <li>As part of the project, the City of Alameda General Plan Housing Element is proposed to be amended to expand Housing Inventory Site #1 to include a location of the former NAS Alameda. In addition, the Reuse Plan contemplates the development of additional housing units at the NAS and FISC Facility.</li> </ul>	Completed	Completed	Completed	N/A
<ul style="list-style-type: none"> <li>The City shall use accumulated funds in the Alameda Affordable Housing Unit Fee Program and the 20 percent affordable housing tax increment set-aside funds from the Alameda Point Improvement Project area to subsidize the construction of at least 51 new housing units at Alameda Point.</li> </ul>	City/CIC	City/CIC	Upon development of Alameda Point	City/CIC to require construction of affordable units at Alameda Point. City staff shall document the progress in its Annual Housing Report to the Department of Housing and Community Development

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>Hydrology and Storm Drainage</b>				
<p><b>HYD-1:</b> <i>Prior to the issuance of any grading or building permits, a detailed floodplain delineation shall be prepared by the applicant for the project site in accordance with FEMA standards (as has been completed for the rest of Alameda) and submitted to the City. The floodplain delineation shall be completed for proposed conditions. The engineer preparing the floodplain delineation shall consider sea level rise a potential cause of increased base flood elevations with time and, if feasible, include appropriate recommendations for safety factors such as increased freeboard for finished floor elevations. (A detailed floodplain delineation has been completed and approved.)</i></p>	Completed	Completed	Completed	N/A

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>The grading and drainage plans shall be designed to ensure that building sites (finished floor elevations) are above the 100-year base flood elevation and that other improvements potentially susceptible to flood damage are sufficiently protected in accordance with the City of Alameda Municipal Code (section 20-4). Roadways and landscaped areas would not be subject to this requirement. Infrequent inundation of these features would be considered a less-than-significant impact. <i>The floodplain delineation and grading and drainage plans shall be submitted to the Public Works Department for review and approval. Upon approval of the floodplain delineation by the City, the project-proponent should initiate the "Letter of Map Revision" or "Physical Map Revision" process (to be determined by FEMA) to include the delineation on the existing Flood Insurance Rate Map (FIRM) for the City. Delineation of flood hazard areas and implementation of City ordinances for development within floodplains would mitigate potential impacts associated with construction in flood-prone areas to a less-than-significant level.</i></p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>Prior to issuance of grading or building permit(s)</p>	<p>City to review applicable grading and drainage plans; and conduct periodic field inspections during construction</p>
<p><b>HYD-2 (revised):</b> A Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction and life of the project shall be prepared for each development project (e.g., single-family residential, business park, etc.) that is constructed as part of this project and involves construction activity (including clearing, grading, or excavations). As required by Phase II NPDES Permit requirements, a SWPPP is required for the Catellus Mixed Use Development Project. The SWPPP shall include a site map(s) which shows the construction site perimeter(s), existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography before and after construction, and drainage patterns across the project site. The SWPPP must list the specific erosion control and storm water quality BMPs that will be employed to protect storm water runoff, the proper methods of installation, and the placement of those BMPs. In addition to erosion control BMPs, the SWPPP shall include BMPs for preventing the discharge of other NPDES pollutants besides sediment (e.g. paint, solvents, concrete, petroleum products) to downstream waters.</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2.</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2.</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>For public infrastructure, SWPPP is a component of Master Demolition, Infrastructure and Grading Plan (MDIGP) update. For private improvements, preparation of SWPPPs prior to Development Plan approval for each Project phase; implementation of BMPs, post-construction measures and IPM during construction and post-construction.</p>	<p>City to approve MDIGP update and SWPPPs prior to AL Development Plan approvals. On-going monitoring by City during and after construction</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>The SWPPP shall include measures to educate onsite construction and maintenance supervisors and workers about the importance of storm water quality protection. Such measures shall include regular tailgate meetings to discuss pollution prevention and the requirement that all personnel attend. The SWPPP shall contain a visual monitoring program; a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs; and a sediment monitoring plan if the site discharges directly to a water body listed on the 303(d) list for sediment, as is the case with the proposed project. The SWPPP would act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with implementation of the proposed project. Preparers of the SWPPP should review the Conditions of Approval (including General Conditions for Construction, Residential Development/Construction Conditions, and Commercial/Industrial Conditions) established by the City.</p>				
<p>The SWPPP shall include the following three elements to address construction, post construction and pest management issues:</p>				
<p>1) Specific and detailed Best Management Practices (BMPs) designed to mitigate construction-related pollutants. These controls shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, and adhesives) with storm water. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain. The contractor(s) shall submit details, design, and procedures for compliance with storage area requirements.</p>				
<p>An important component of the storm water quality protection effort is knowledge on the part of on-site construction and maintenance supervisors and workers. To educate on-site personnel and maintain awareness of the importance of storm water quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The SWPPP shall establish a frequency for meetings and require all personnel to attend.</p>				
<p>The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, and must include both dry and wet weather inspections. City of Alameda shall conduct regular inspections to ensure compliance with the</p>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p><b>SWPPP. (Site-specific SWPPP(s) for General Construction Activities will be prepared and/or revised as project components are constructed.)</b></p> <p>BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales and sediment basins. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control (i.e., keeping sediment on the site). End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. If hydroseeding is selected as the primary soil stabilization method, these areas shall be seeded by September 1 and irrigated to ensure that adequate root development has occurred prior to October 1. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional both during dry and wet conditions.</p>				
<p><b>2) Measures Designed to Mitigate Post-construction-Related Pollutants. The SWPPP shall include measures designed to mitigate potential water quality degradation of runoff from all portions of the completed development. It is important that post construction storm water quality controls are required in the initial design phase of redevelopment projects and not simply added after the site layout and building footprints have been established. The specific BMPs that would be required of a project can be found in SF Bay Regional Water Quality Control Board Staff Recommendations for New and Redevelopment Controls for Storm Water Programs. In addition, the design team should include design principles contained in the Bay Area Stormwater Management Agencies Association's manual, Start at the Source, Design Guidance Manual for Stormwater Quality Protection. The selection of BMPs required for a specific project is based on the size of the development and the sensitivity of the area. (A Storm Water Master Plan to address post-construction water quality issues has been completed.)</b></p> <p>The Estuary is considered a sensitive area by the RWQCB. In general, passive, low maintenance BMPs (e.g., grassy swales, porous pavements) are preferred. If the SWPPP includes higher maintenance BMPs (e.g., sedimentation basins, fossil filters), then funding for long term maintenance needs must be specified in the SWPPP as a condition of approval of the grading.</p>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
excavation, or building permits, as appropriate (the City will not assume maintenance responsibilities for these features).				
3) Integrated Pest Management Plan. An Integrated Pest Management Plan (IPM) shall be prepared and implemented by the Project for all common landscaped areas. Each IPM shall be prepared by a qualified professional. The IPMs shall address and recommend methods of pest prevention and turf grass management that use pesticides as a last resort in pest control. Types and rates of fertilizer and pesticide application shall be specified. Special attention in the IPMs shall be directed toward avoiding runoff of pesticides and nitrates into sensitive drainages or leaching into the shallow groundwater table. Pesticides shall be used only in response to a persistent pest problem. Preventative chemical use shall not be employed. Cultural and biological approaches to pest control shall be fully integrated into the IPMs, with an emphasis toward reducing pesticide application.				
<p><b>HYD-3 (new):</b> This mitigation measure applies to all portions of the project site. Dewatering activities conducted within 100 feet of the benzene/naphthalene plume, at areas IR02 through IR07, or in areas where apparent contamination has been encountered shall be conducted by OSHA-certified personnel according to the dewatering management protocols delineated in the Site Management Plan prepared by Environmental Resources Management (2002) for the proposed project. Dewatering management protocols described in the Site Management Plan are as follows:</p> <ul style="list-style-type: none"> <li>The dewatering system shall be monitored on a continuous, 24-hour basis during dewatering; or be designed with dual redundancy to prevent the possibility of an overflow of contaminated water from detention structures. For example, fractionation tanks shall be equipped with both a high-level and an ultrahigh-level sensor, both of which will shut off influent pumps if tripped.</li> </ul>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites (N/A to Bayport)</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites (N/A to Bayport)</p>	<p>During dewatering activities</p>	<p>City shall conduct periodic inspections during Project construction to ensure compliance with the SMP.</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>All applicable discharge permits shall be obtained and observed.</li> <li>Dewatering and treatment residuals, such as tank bottoms and spent granular activated carbon, shall be disposed of in an appropriate manner at the direction of the contractor's environmental professional.</li> <li>Dewatering performed in the vicinity of IR04/IR06 should be coordinated with the environmental professional responsible for remediation in this area, and should be conducted in such a way that nonaqueous phase liquid or contaminated groundwater migration is not induced by dewatering activities.</li> </ul>				
<p><b>HYD-4 (new):</b> Prior to initiating water shuttle operations from the project site, the project sponsor shall ensure that water shuttle landing operations implement (as a part of the project) BMPs that shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>Prohibit any refueling, maintenance or cleaning activities on site such as oil changes and engine cleaning.</li> <li>Prohibit pouring of wastes into drains, into surface water, or onto the ground;</li> <li>Prohibit hosing down discharged spills with water;</li> <li>Use only biodegradable, low-phosphate content, water-based cleaners, whenever necessary; avoid the use of halogenated compounds, aromatic hydrocarbons, chlorinated hydrocarbons, petroleum-based cleaners or phenolics. (The presence of these substances can be checked in the material safety data sheet sheets for each cleaning agent.)</li> </ul>	<p>ALC developer for establishment of BMPs; ALC and ALR site owners, through contributions to the TDM Program per applicable AL Development Agreement (see MM T/C-8b), for ongoing implementation</p> <p>(N/A to Bayport)</p>	<p>ALC developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures</p> <p>(N/A to Bayport)</p>	<p>Prior to initiating water shuttle operations from the project site</p>	<p>Review of the water shuttle operation by the City; ALC developer to provide to City copy of contracts with the water shuttle service provider incorporating these measures; and ongoing monitoring by the City to ensure that the water shuttle operation continues to comply with the terms of its contract</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>Geology, Soils and Seismicity</b>				
<p><b>GEO-1 (Revised):</b> Prior to the issuance of any grading or building permits, a detailed geotechnical and soils report shall be prepared and submitted to the City of Alameda Public Works Department and the California State Geologist for review and approval. The report shall determine the site's surface geotechnical conditions and address potential seismic hazards, including liquefaction and associated ground failure, and the stability of the bulkhead. The report shall identify building techniques appropriate to minimize seismic damage, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>Buildings and other structures shall be designed to meet the requirements of the most recently adopted Uniform Building Code (UBC) for Seismic Zone 4.</li> <li>Analysis presented in the geotechnical report shall conform with the California Division of Mines and Geology recommendations presented in the "Guidelines for Evaluating Seismic Hazards in California."</li> </ul> <p>All mitigation measures, design criteria, and specifications set forth in the geotechnical and soils report shall be followed in order to reduce impacts associated with seismic hazards to a less-than-significant level.</p> <p><b>GEO-2a:</b> Prior to issuance of a grading permit, a site-specific geotechnical report that provides analysis of consolidation potential shall be prepared and submitted to the City Department of Public Works for approval.</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2.</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2.</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>The soils report shall be an element of the MDIGP update and must be approved prior to design of grading/building improvements</p>	<p>The City shall review and approve all geotechnical reports and review all permit plans to ensure that the appropriate recommendations of the geotechnical report(s) are addressed</p>
	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p>	<p>Prior to issuance of a grading permit</p>	<p>The City shall review and approve all geotechnical reports and review all permit plans to ensure that the appropriate recommendations of the geotechnical report(s) are addressed</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>The report shall specify all measures necessary to limit consolidation including minimization of structural fills and use (when necessary) of lightweight and low plasticity fill materials to reduce the potential for excessive loading caused by fill placement. The placement of artificial fill should be limited to reduce the potential for increased loading and associated settlement in areas underlain by thick young bay muds. Increased area settlement could have implications for flooding potential as well as foundation design. Reconditioning (compaction) of existing subgrade materials would be preferable to placement of fill. The report shall present recommendations for specific foundation designs which minimize the potential for damage related to settlement. The design of utilities shall consider differential settlements along utility alignments constructed in filled areas of the project site. The geotechnical report shall provide recommended design elements to minimize the potential for damage or leakage.</p> <p>The geotechnical report shall specify foundation design for the proposed structures. Multi-story frame residential buildings could be adequately supported on appropriately designed structural or post-tension slab foundations underlain by engineered fill. Larger buildings, heavy structures or equipment, and multi-story commercial or industrial buildings would require pile foundations to minimize settlement of these structures. The piles would need to be driven into a suitable strong bearing unit (possibly old bay mud or Merritt sands) to have adequate skin friction, and to account for "downdrag" on piles related to consolidation of underlying young bay muds, if present.</p>	<p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>		
<p><b>GEO-2b:</b> Mat or slab foundations constructed in areas of expected areal settlement (i.e., areas underlain by thick young bay muds) shall be designed to minimize the potential for soil erosion under the perimeter of the foundation. The perimeter of the slabs could be thickened and established sufficiently below existing grade to minimize the potential for exposure of the bottom of the foundation. Alternatively, other forms of erosion protection could be recommended by site-specific geotechnical reports.</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>ALC developer and</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>City/CIC for Tinker</p>	<p>Prior to issuance of building permits</p>	<p>The City shall review the building permit plans</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
	City STIP funds for Tinker	Applicable developer(s) for Multifamily Sites		
	Applicable developer(s) for Multifamily Sites			
<b>GEO-3:</b> On expansive soils with moderate to high shrink-swell potential, proposed building foundations and improvements shall consider these conditions; foundation design may include drilled per and grade beams, deepened footings (extending below expansive soil), or post-tensioned slabs. Alternatively, expansive soil shall be removed and replaced with compacted non-expansive soil prior to foundation construction. The geotechnical report for each phase of the project shall require that subgrade soils for pavements consist of moisture-conditioned, lime-treated, or non-expansive soil, and that surface (including roof drainage) and subsurface water be directed away from foundation elements to minimize variations in soil moisture.	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA	Prior to issuance of building permits	The City shall review the building permit plans
	ALR developer for ALR site	ALR developer for ALR site		
	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA		
	ALC developer and City STIP funds for Tinker	City/CIC for Tinker		
	Applicable developer(s) for Multifamily Sites	Applicable developer(s) for Multifamily Sites		

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>Hazards and Hazardous Materials</b>				
<p><b>HAZ-1a:</b> The City shall implement an excavation ordinance, and/or similar regulatory measures or condition of approval, requiring a permit or prior approval to excavate to the depth of the marsh crust at the project site. The permit or approval shall require that appropriate health and safety and disposal procedures be followed during excavation activities, as required based on the presence of hazardous materials in the marsh crust, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Restrictions on materials stockpiling.</li> <li>• Disposal of excavated materials at an appropriate landfill.</li> <li>• Disposal of extracted groundwater at a wastewater treatment plant in accordance with RWQCB requirements.</li> <li>• Implementation of a site-specific site management plan for construction activities.</li> </ul>	Completed	Completed	Completed	N/A
<p><b>HAZ-1b:</b> If the US Navy does not record a restrictive covenant prohibiting the installation of drinking water wells into the shallow groundwater at the project site, the City shall record a covenant, prior to transfer of the property, prohibiting excavation into the marsh crust without a permit or prior approval where required under the City excavation ordinance and/or similar regulatory measures or project condition adopted pursuant to Mitigation Measure HAZ-1a.</p>	Completed	Completed	Completed	N/A
<p><b>HAZ-1c:</b> Preparation by a qualified registered professional of a Site Management Plan (SMP) for the project site shall be a condition of approval for the first subdivision map for the project site. The SMP would provide site-specific information for contractors (and others) developing the project site that would improve their management of environmental and health and safety contingencies. Topics covered by the SMP shall include, but not be limited to:</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Completed for Bayport site and Bayport Backbone Infrastructure (except for distribution of SMP to contractors and monitoring compliance during</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Completed for Bayport site and Bayport Backbone Infrastructure (except for distribution of SMP to contractors and monitoring compliance during</p>	<p>Completed for Bayport site and Bayport Backbone Infrastructure (except for distribution of SMP to contractors and monitoring compliance during construction for remaining phases)</p> <p>City shall require approval of an updated SMP for ALC site and ALR site.</p>	<p>City shall conduct periodic inspections during construction to ensure compliance with applicable SMP.</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
	construction for remaining phases)	construction for remaining phases)		
	ALC developer and City STIP funds for Tinker	City/CIC for Tinker		
	Applicable developer(s) for Multifamily Sites	Applicable developer(s) for Multifamily Sites		
<ul style="list-style-type: none"> <li>• Land use history, including known hazardous material use, storage, disposal, and spillage, for specific areas within the site.</li> <li>• The nature and extent of previous environmental investigation and remediation at the site.</li> <li>• The nature and extent of ongoing remedial activities and the nature and extent of unremediated areas of the project site, including the nature and occurrence of marsh crust and hazardous materials associated with the dredge material used as fill at the site.</li> <li>• A listing and description of institutional controls, such as the City's excavation ordinance and other local, State, and federal laws and regulations, that will apply to development of the site.</li> <li>• Requirements for site-specific Health and Safety Plans (HASPs) to be prepared by all contractors at the site. The HASPs should be prepared by a Certified Industrial Hygienist and would protect construction workers and interim site users adjacent to construction activities by including engineering controls, monitoring, and security measures to prevent unauthorized entry to the construction site and to reduce hazards outside the construction site. The HASPs would address the possibility of encountering subsurface hazards and include procedures to protect workers and the public. If prescribed exposure levels were exceeded, personal protective equipment would be required for workers in accordance with DOSH regulations.</li> </ul>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>A description of protocols for the investigation and evaluation of previously unidentified hazardous materials that may potentially be encountered during project development, including engineering controls that may be required to reduce exposure to construction workers and future users of the site.</li> <li>Requirements for site specific construction techniques at the site, based on proposed development, such as minimizing the transport of contaminated materials to the surface during construction activities by employing pile driving techniques that consist of driving the piles directly without boring, where practical.</li> </ul>				
<p>The SMP shall be distributed to all contractors at the project site; implementation of the SMP shall be a condition of approval for excavation, building, and grading permits at the project site.</p>			<p>Prior to issuance of excavation, building, and grading permits at the project site</p>	<p>The City shall conduct periodic inspections during Project construction to ensure compliance with the SMP.</p>
<p><b>HAZ-2:</b> An SMP for project site construction (see Mitigation Measure HAZ-1c, above) shall be prepared and implemented.</p>	<p>See Mitigation Measure HAZ-1.c above</p>			
<p><b>HAZ-3:</b> Adherence by the project sponsors and the City to existing regulations requiring abatement of lead and asbestos hazards and worker health and safety procedures during demolition and renovation activities would further minimize this less-than-significant impact.</p>	<p>ALC developer for ALC and ALR sites and Future Housing Authority Sites</p>	<p>ALC developer for ALC and ALR sites and Future Housing Authority Sites</p>	<p>Prior to issuance of demolition permits</p>	<p>The City shall require documentation of lead and asbestos abatement and adequate worker health and safety procedures before demolition permits are issued.</p>
<p><b>HAZ-4:</b> In accordance with state law, permits for construction of a new school at the site should not be approved unless all of the following occur:</p>	<p>CIC for Bayport site, school site, Affordable Housing Site and Multifamily Housing Site per Bayport DDA and Completed</p>	<p>CIC for Bayport site, school site Affordable Housing Site and Multifamily Housing Site per Bayport DDA Completed</p>	<p>Completed</p>	<p>N/A</p>
<p>1) Environmental analysis documentation for approval of the school site includes information which is needed to determine if the property proposed to be dedicated, purchased, or constructed on, is any of the following:</p> <p>a) The site of a current or former hazardous waste disposal site or solid waste disposal site and, if so, whether the wastes have been removed.</p>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>b) <i>A hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 (commencing with section 253000) or Division 20 of the Health and Safety Code.</i></p> <p>c) <i>A site which contains one or more pipelines, situated underground or aboveground, which carries hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood.</i></p> <p>2) <i>The project developer or developers notify in writing and consult with BAAQMD and ACDEH to identify facilities within ¼ mile of the proposed school site which might reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. The notification by the project developers or developers should include a list of the locations for which information is sought.</i></p> <p>3) <i>The governing board of the Alameda School District makes one of the following written findings:</i></p> <p>a) <i>Consultation with BAAQMD and ACDEH identified no such facilities specified in paragraph 2.</i></p> <p>b) <i>The facilities specified in paragraph 2, above, are present, but one of the following conditions applies:</i></p> <p>(i) <i>The health risks from the facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school.</i></p> <p>(ii) <i>Corrective measures required under an existing order by another agency having jurisdiction over the facilities will, before the school is occupied, result in the migration of all chronic or accidental hazardous air emissions to levels that do not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. If the governing board makes such a finding, it should also make a subsequent finding, prior to occupancy of the school, that the emissions have been so mitigated.</i></p>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p><b>HAZ-5:</b> If future land uses at the project site involve the use, storage, transport, treatment, or generation of hazardous materials, the site operator shall be required to comply with applicable federal, state, and local requirements for managing hazardous materials. Depending on the type and quantity of hazardous materials, these requirements could include the preparation of, implementation of, and training in the following plans, programs, and permits:</p> <p>(1) Hazardous Materials Business Plans. Facilities that use, store, or handle hazardous materials in quantities greater than 500 pounds, 55 gallons, or 200 cubic feet are required to prepare a Business Plan. The Business Plan shall contain facility maps, up-to-date inventories of all hazardous materials for each shop/area, emergency response procedures, equipment, and employee training.</p> <p>(2) Hazardous Waste Generator Requirements. Facilities that generate more than 100 kilograms per month of hazardous waste, or more than 1 kilogram per month of acutely hazardous waste, must be registered under RCRA. DTSC administers hazardous waste generator registration in California.</p> <p>(3) Contingency Plan. All facilities that generate hazardous waste must prepare a Contingency Plan. The Contingency Plan identifies the duties of the facility Emergency Coordinator and identifies and gives the location of emergency equipment. It also includes reporting procedures for the facility Emergency Coordinator to follow after an incident.</p> <p>(4) California Accidental Release Prevention Program. Facilities that use significant quantities of acutely hazardous materials must prepare an Accidental Release Prevention Program if there is a significant likelihood that this use may pose an accident risk. The Program must include a description of acutely hazardous material accidents occurring at the facility within the past three years, and a description of equipment, procedures, and training to reduce the risk of acutely hazardous materials accidents.</p> <p>(5) Injury and Illness Prevention Plans. The California General Industry Safety Order requires that all employers in California</p>	<p>ALC developer for ALC site</p> <p>ALR developer for ALR site</p> <p>Applicable developer(s) for Multifamily Sites</p> <p>(N/A to Bayport)</p>	<p>ALC developer for ALC site</p> <p>ALR developer for ALR site</p> <p>Applicable developer(s) for Multifamily Sites</p> <p>(N/A to Bayport)</p>	<p>Prior to the issuance of any building occupancy permits for uses that will generate, store, use or handle hazardous materials or waste.</p>	<p>As a condition of Development Plan approval, the City shall require the Project developer(s) to submit to the appropriate agencies (i.e., ACDEH and DTSC) applicable plans, programs, permits and/or registrations with documentation that the information being submitted as been reviewed and approved or accepted by such agencies.</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
prepare and implement an Injury and Illness Prevention Plan which shall contain a code of safe practice for each job category, methods for informing workers of hazards, and procedures for correcting identified hazards.				
(6) Emergency Action Plans. The California General Industry Safety Order requires that all employers in California prepare and implement an Emergency Action Plan. The Emergency Action Plan designates employee responsibilities, evacuation procedures and routes, alarm systems, and training procedures.				
(7) Fire Prevention Plans. The California General Industry Safety Order requires that all employers in California prepare and implement a Fire Prevention Plan. The Fire Prevention Plan specifies areas of potential hazard, persons responsible for housekeeping procedures, and fire hazard training procedures.				
(8) Hazard Communication Plan. Facilities involved in the use, storage, and handling of hazardous materials are required to prepare a Hazard Communication Program. The purpose of the Hazard Communication Program is to ensure safe handling practices for hazardous materials, proper labeling of hazardous materials containers, and employee access to Material Safety Data Sheets (MSDSs).				
(9) Aboveground and Underground Storage Tank Permit. Facilities with aboveground or underground storage tanks must be permitted. Other plans, such as a Spill Prevention Control and Countermeasures Program, may be required depending on the size, location, and contents of the tank.				
<b>HAZ-6(revised):</b> The City shall require that all buildings constructed on the Project site be designed and constructed to prevent unacceptable exposures to soil gases in exposed building spaces, using techniques such as limiting building slab joints and installing foundation vapor barriers and passive venting systems. All such City requirements shall be in accordance with any remedy (which shall include institutional controls) established by DTSC as part of a Remedial Action Plan for the benzene plume.	ALC developer for ALC site  ALR developer for ALR site  B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2  Applicable	ALC developer for ALC site  ALR developer for ALR site  B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2  Applicable	Prior to issuance of building permits; during project construction	The City shall review any Remedial Action Plan (RAP) approved by DTSC to ensure that building permit plans incorporate all recommended measures; the City shall conduct inspections during construction to verify that all measures recommended in the RAP are being implemented

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
	developer(s) for Multifamily Sites	developer(s) for Multifamily Sites		
Institutional controls shall be implemented for all structures within the footprint of the 1-microgram-per-liter benzene isoconcentration line. In addition to vapor barriers and passive venting systems, appropriate institutional controls that could be used at the site include: (1) sub-slab depressurization systems and (2) indoor and/or crawl space air monitoring for selected groups of existing homes and buildings as proposed during the remedial design. Both the proposed Remediation Action Plan and Record of Decision must include these institutional controls as parts of the remedy for the benzene/naphthalene plume.				
<b>HAZ-7:</b> Remediation workers who could directly contact contaminated dust, soil, or groundwater must perform all remediation activities in accordance with a site-specific HASP developed for the specific contaminants of concern (petroleum, volatile organic compounds [VOCs], metals, radium, etc.) on-site. The HASP would protect those workers as well as site users and occupants adjacent to remediation activities by requiring engineering controls, monitoring, and security measures as needed to prevent unauthorized entry to remediation sites and to reduce hazards outside the investigation/ remediation area. The HASP would address the possibility of encountering unknown buried hazards and include procedures to protect workers and the public. If prescribed exposure levels were exceeded, personal protective equipment would be required for workers in accordance with California Occupational Safety and Health Act (CAL OSHA) regulations. While the primary intent of CAL OSHA requirements is to protect workers, compliance with these regulations also reduces potential hazards to other project site occupants (tenants and visitors) and ecological receptors because of the required site monitoring, reporting, and other controls. Potential site access controls implemented during remediation could include:	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA  ALR developer for ALR site  ALC developer and City STIP funds for Tinker  Applicable developer(s) for Multifamily Sites  Completed for Bayport site and Bayport Backbone Infrastructure (except for inspections during construction of remaining phases)	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA  ALR developer for ALR site  City/CIC for Tinker  Applicable developer(s) for Multifamily Sites  Completed for Bayport site and Bayport Backbone Infrastructure (except for inspections during construction of remaining phases)	Completed for Bayport site and Bayport Backbone Infrastructure (except for inspections during construction of remaining phases)  The City shall require submittal and approval of a HASP prior to issuance of a building or grading permits for each project (i.e., ALC site, AL Backbone Infrastructure, ALR site, Tinker and Multifamily Sites)	The City shall conduct periodic inspections during Project construction to ensure compliance with the HASP.
<ul style="list-style-type: none"> <li>• Securing the site with fencing or other barriers of sufficient height and structural integrity to prevent unauthorized pedestrian/vehicular entry.</li> <li>• Posting "no trespassing" signs.</li> <li>• Providing on-site meetings with construction workers to inform</li> </ul>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
them about security measures and reporting/contingency procedures.				
The HASP shall include effective dust control measures, which may include wetting soil materials and placing covers on trucks to reduce the potential for generating airborne dust. The HASP shall also provide measures to control site runoff and manage soil stockpiles to prevent erosion.				
<b>HAZ-8:</b> Implementing required laws, regulations, a SWPPP (see Mitigation Measure HYD-2) and a HASP (see Mitigation Measure HAZ-7) would be adequate to ensure that potential impacts on ecological receptors near remediation activities would be less than significant. No further mitigation is required.	See Mitigation Measures HYD-2 and HAZ-7 above			
<b>HAZ-9 (new):</b> Upon completion of remediation activities at the project site, the City of Alameda shall enter an agreement with the DTSC to remove this interim covenant and allow residential land uses at the project site. With the removal of this environmental restriction, project impacts associated with restriction violations would be considered less than significant.	ALC developer for ALC site  ALR developer for ALR site  (N/A to Bayport and Multifamily Sites)	ALC developer for ALR site and Future Housing Authority Sites  (N/A to Bayport, Affordable Housing Site and Multifamily Housing Site)	Upon completion of remediation activities.	The City shall ensure that all restrictive covenants barring residential use are removed upon completion of remediation activities.
<b>Biological Resources</b>				
<b>BIO-1:</b> Prior to construction in the East Housing area, a qualified biologist familiar with Cooper's hawk shall conduct a survey to determine whether Cooper's hawks are nesting in the East Housing area. At least two surveys should be conducted during the period of March through June. If Cooper's hawks are found nesting, the nest tree(s) shall be protected from disturbance during the nesting season. A temporary fence shall be placed around each active nest tree, at a minimum of 200 feet from the dripline of the tree(s), and all construction activities shall be excluded from the fenced area. The trees shall not be removed until after the young hawks have fledged and are independent of the nest.	Completed	Completed	Completed	N/A
<b>BIO-2:</b> Within a 6-month period prior to any demolition of abandoned buildings, a qualified biologist familiar with bats shall conduct a survey to determine the status of these bat species on the project site. If special-status bat species are found, a biologist familiar with relocating bats shall be consulted regarding the best methods to remove bats from the buildings, and such methods shall be implemented. This could include removing sections of the walls	ALC developer for ALC and ALR sites and Future Housing Authority Sites  Completed for Bayport site, school	ALC developer for ALC and ALR sites and Future Housing Authority Sites  Completed for Bayport site, school	Prior to issuance of demolition permits.	Surveys shall be submitted to the City for review; if any special-status bats are found, the City shall condition the demolition permit to ensure compliance with this measure

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
and roofs, which could discourage bats from continuing to roost in the buildings. If a maternity colony of these species is found, the building and the bats shall not be disturbed until the young have dispersed.	site, Affordable Housing Site and Multifamily Housing Site	site, Affordable Housing Site and Multifamily Housing Site		
<p><b>BIO-3a (revised): Mitigation Measures Applicable to All Activities and Species</b></p> <p>The project shall:</p> <ul style="list-style-type: none"> <li>Implement Best Management Practices, as identified by the Regional Water Quality Control Board (RWQCB) to minimize water quality impacts (see also, Mitigation Measure HYD-2) (CSWQA, 2003).</li> <li>Determine whether in-water activities (including dredging) will require Corps authorization in compliance with Section 10 (Rivers and Harbors Act) or Section 404 (Clean Water Act) and a Section 401 (Clean Water Act) water quality certification. The applicant shall obtain such approvals (if required) before activities proceed within Corps jurisdictional waters, and shall comply with all mitigation measures required by those approvals.</li> <li>If the project will cause unavoidable direct or indirect effects to submerged or emergent aquatic vegetation, provide compensatory mitigation at a 3:1 ratio for lost functions and values. Other proposed ratios require consultation with USFWS and CDFG.</li> </ul>	<p>ALC developer for AL Backbone Infrastructure per AL DDA (including wharf and water shuttle landing construction)</p> <p>ALC and ALR site owners, through contributions to the TDM program for water shuttle operations, per the applicable AL Development Agreement</p> <p>City/AL MSD for wharf and water shuttle landing maintenance</p> <p>B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2.</p>	<p>ALC developer for AL Backbone Infrastructure per AL DDA (including wharf and water shuttle landing construction)</p> <p>TDM program for water shuttle operations, per the applicable AL Development Agreement</p> <p>City for wharf and water shuttle landing maintenance</p> <p>B for Bayport site and CIC for Bayport Backbone Infrastructure per Bayport DDA remain subject to 2000 MMRP. See Table 2.</p>	<p>Prior to commencement of in-water construction or maintenance activities</p>	<p>City to verify that the appropriate approvals have been obtained; USFWS, the Corps, and RWQCB will monitor any in-water construction activity to ensure compliance with this measure</p>
<p><b>Mitigation Measure 3b: Mitigations Applicable by Species:</b></p> <ul style="list-style-type: none"> <li>During the Pacific herring spawning period (December 1 – February 28) dredging is restricted. If dredging must be conducted during this period, CDFG must be contacted and the permittee must provide an observer to identify herring spawning</li> </ul>	<p>ALC developer for AL Backbone Infrastructure per AL DDA (including wharf and water shuttle landing construction)</p>	<p>ALC developer for AL Backbone Infrastructure per AL DDA (including wharf and water shuttle landing construction)</p>	<p>Prior to the issuance of any permits for maintenance or construction of in-water improvements</p>	<p>City to ensure that the appropriate permits have been obtained; USFWS, the Corps and RWQCB will monitor any in-water maintenance or construction activities to ensure compliance with this measure.</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>activity. Dredging must stop immediately if herring are within 200 meters of the work site, and may not continue until hatch-out is complete (approximately 10-14 days).</p> <ul style="list-style-type: none"> <li>No dredging within 300 feet of the brown pelican nighttime communal roost site located at Alameda Breakwater will occur during the period between one hour before sunset to sunrise, and from July 1 to September 30.</li> <li>During the California least tern breeding season (March 15 – July 31) dredging is restricted within 3 miles of active nesting areas.</li> <li>During the period of December 1 – May 3, dredging will be restricted to protect adult and juvenile salmonids occurring in the Bay.</li> <li>Consultation with the Corps, NMFS, USFWS, and CDFG during permit applications for the project may result in changes to the restrictions above. For example, underwater construction, e.g., pile driving, may be permitted subject to maximum sound pressure levels (SPLs). For CEQA purposes, these restrictions will result in less than significant impacts.</li> </ul>	<p>City/AL MSD for wharf and water shuttle landing maintenance (N/A to Bayport)</p> <p>CIC for Bayport Backbone Infrastructure per Bayport DDA remains subject to 2000 MMRP. See Table 2.</p>	<p>City for wharf and water shuttle landing maintenance (N/A to Bayport)</p> <p>CIC for Bayport Backbone Infrastructure per Bayport DDA remains subject to 2000 MMRP. See Table 2.</p>		
<p><b>BIO-5 (new):</b> To the extent practicable, construction activities should be performed or vegetation removed from September through February to avoid the general nesting period for birds. If construction or vegetation removal cannot be performed during this period, pre-construction surveys should be performed by a qualified biologist no more than 14 days prior to construction activities to locate any active nests on site or within 250 feet from proposed construction activities prior to the start of construction and prior to the removal of any tree. If active nests are located, a 250-foot buffer zone will be established around any active nest which is not a raptor species; active raptor nests will require a 500 foot buffer zone. However, buffer zones can be reduced or modified on a case-by-case basis with consultation with CDFG. Construction activities shall avoid buffer zones and no tree with an active nest will be removed until the young have fledged or the nest is otherwise abandoned.</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites (N/A to Bayport)</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites (N/A to Bayport)</p>	<p>Prior to issuance of grading, building or tree removal permits</p>	<p>Surveys shall be submitted to City for review; if any nesting birds are found, City shall condition Project permits and conduct periodic monitoring of the site during breeding season to ensure that the appropriate buffer zones are maintained.</p>
<p><b>Transportation, Circulation, and Parking</b></p>				
<p><b>T/C-1:</b> The construction period impacts of the proposed Project would be addressed by implementing the following measures:</p>	<p>ALC developer for ALC site and AL Backbone</p>	<p>ALC developer for ALC site and AL Backbone</p>	<p>Prior to the issuance of any building or grading</p>	<p>The City shall review and approve the TCP and ensure that street restoration meets pre-</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>The Project shall prepare a Traffic Control Plan (TCP) to address the impacts of construction vehicles on the regional and local roadways. The TCP shall address construction truck routes and access to the Project site; lane closures including those that may require coordination with and/or approval from the City of Oakland and Caltrans; and shall provide for coordination with closure of Webster Street and the Tubes as they are scheduled for closure for seismic safety repairs being completed independent of this Project. The TCP shall be submitted to the City of Alameda Public Works Department for review and approval prior to the issuance of any building or grading permits.</li> </ul>	Infrastructure per AL DDA	Infrastructure per AL DDA	permits	construction conditions.
	ALR developer for ALR site	ALR developer for ALR site		
	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA		
	ALC developer and City STIP funds for Tinker  Applicable developer(s) for Multifamily Sites	City/CIC for Tinker  Applicable developer(s) for Multifamily Sites		
<ul style="list-style-type: none"> <li>In addition, the Project shall be responsible for restoring affected street surfaces to pre-construction conditions on roadways affected by construction vehicles consistent with the City's Pavement Management Program.</li> <li>Construction traffic shall be restricted to designated truck routes within the Cities of Alameda and Oakland.</li> <li>Construction traffic shall be restricted from using Mariner Square Drive for access to and from Constitution Way unless this route is determined by the Public Works Director to be the only feasible access. Where possible, trucks should access the site from Tinker Avenue (which may require construction of a temporary truck access) and along Atlantic Avenue.</li> <li>The TCP shall include a signage program for all truck routes serving the site during construction.</li> <li>Construction traffic shall be restricted to daytime hours and, to the extent feasible, shall be minimized during the AM and PM peak hours.</li> </ul>	For AL, road resurfacing requirement satisfied through payment of Road Reconstruction Fee per applicable Development Agreement.			
T/C-2: Site planning for the school should pay close attention to safety, pedestrian activity, bicycle movements, and vehicle circulation issues related to its location. Orientation of school access points shall be designed to discourage jay walking and encourage	AUSD	AUSD	Prior to issuance of encroachment permits for the school.	Review and approval of Project site plan by State Architect's Office; review of and approval of encroachment permits by the City

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
use of controlled intersections. Vehicle queuing for student pick-up and drop-off should be discouraged near the intersection of 5th Street and Tinker Avenue. The City shall consider implementation of this mitigation as part of its review of the encroachment permits that would be required as part of the school project.				
<b>T/C-3 (revised):</b> Upon full buildout of the project, coordinate the signalized intersection of West Campus Drive and Atlantic Avenue, and the new signal at Fifth Street and Atlantic Avenue. Coordinate both signals with the signals at Atlantic Avenue/Webster Street by interconnecting all three signals. The implementation of T/C-3 would reduce this potential safety impact to a less than significant level.	CIC  (N/A to ALR, ALC, Bayport and Multifamily Sites)	CIC  (N/A to ALR, ALC, Bayport and Multifamily Sites)	Prior to issuance of the building permit for the 200 <sup>th</sup> AL residential unit or 200,000 <sup>th</sup> square foot of AL retail	City to verify in conjunction with Development Plan for the 200 <sup>th</sup> AL residential unit or 200,000 <sup>th</sup> square foot of AL retail, that CIC will install improvements prior to (but not as a condition of) applicable building permit
<b>T/C-4:</b> Undertake the planned median improvements from 5th Street to Main Street on Atlantic Avenue and install the signal poles at the intersection of Third Street and Atlantic Avenue. The Project shall pay its fair share toward the construction of these improvements.	Completed	Completed	Completed	N/A
<b>Mariner Square Drive/Constitution (2010)</b>				
<b>T/C-5a (revised):</b> (Tinker Extension Project) Construct the approved Tinker Extension project to extend Tinker Avenue from 5th Street to Webster Street, to provide a new connection from the project site to Webster Street and a new signalized intersection at Tinker Avenue and Webster Street.	ALC developer/City STIP funds  (N/A to ALR and Bayport sites and Multifamily Sites)	City/CIC  (N/A to ALC, ALR, and Bayport sites Multifamily Sites)	Upon acquisition of right-of-way, Caltrans and City approval and funding	City to verify that City/CIC construct upon acquisition of right-of-way, Caltrans and City approval and funding
<b>T/C-5b:</b> Signalize the intersection of Mariner Square Drive and Constitution Way. Mitigation Measure T/C-5b would not be needed to mitigate project impacts in 2010 if Mitigation Measure T/C-5a were implemented prior to project buildout.	CIC (part of Bayport Backbone Infrastructure per Bayport DDA)	CIC (part of Bayport Backbone Infrastructure per Bayport DDA)	Prior to issuance of 385 <sup>th</sup> Certificate of Occupancy for Bayport site, unless construction of Tinker Extension Project (T/C-5a) has commenced	City to verify that CIC implements prior to (but not as a condition of) issuance of 385 <sup>th</sup> Certificate of Occupancy for Bayport site, unless construction of Tinker Extension Project has commenced
<b>Jackson and 6<sup>th</sup> (2010)</b>				
<b>T/C-8a (revised):</b> Unless already completed by Oakland prior to issuance of the building permits for the first phase of the Alameda Landing Project, the project proponents shall fund optimization of the traffic signal timing at the signalized intersection of 6 <sup>th</sup> and Jackson streets at the I-880 northbound on-ramp. Optimization of traffic signal timing shall include determination of allocation of green	Oak to Ninth Project or  Citywide Development Fees (CDF) applicable to	City of Oakland	Unless already completed by Oakland, prior to issuance of the building permits for the first phase of ALR sites that is subsequent	Unless already completed by Oakland, City to collect CDF fees in accordance with applicable DAs/DDAs.

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
time for each intersection approach in tune with the relative traffic volumes on those approaches, and coordination with signal phasing and timing of adjacent intersections.	AL and Bayport per AL Development Agreements, AL DDA and Bayport DDA  (N/A to Multifamily Sites)		to approval of the optimization by Oakland and Caltrans	
<p><b>T/C-8b: Transportation Demand Management (TDM) (revised).</b> To reduce the peak-hour traffic along local roadway segments to levels below those forecast in this analysis (which does not assume any reduction in trip generation rates to account for TDM programs), the Project shall implement a comprehensive set of TDM programs for each of the residential, retail and office components of the Project. The TDM Plan should meet the requirements of the City of Alameda's 2001 Transportation Capacity Management Procedure (TCMP) and be compatible with the Alameda Point Transportation Strategy and designed to be easily expanded to serve Alameda Point and be co-funded by the future developments at Alameda Point. The existing City of Alameda ordinance for trip reduction programs identifies measures to increase the awareness and use of alternative modes of transportation. The Project shall develop a TDM plan, which would be approved and operational before the site is occupied in accordance with the applicable Development Agreement. The plan shall include trip reduction strategies, site specific requirements, a schedule of implementation and funding mechanisms, and an evaluation of effectiveness that demonstrates compliance with the TCMP requirements. The Project TDM Program could include the following components:</p> <ul style="list-style-type: none"> <li>• Create a position of Transportation Systems Manager. The manager would coordinate, monitor and implement the Project components' ride sharing programs, preferential parking plans, car and van pooling programs, bicycle and pedestrian programs, promotion and marketing activities, and BART shuttle, water shuttle, and/or AC Transit services.</li> <li>• Develop parking management strategies for the site. Most parking management plans are directed at the employment end of the trip. Elements such as car pools and van pools, preferential parking and transit incentives should be used to reduce parking demand. The Transportation Systems Manager would need to work with all employer groups to develop the parking management strategies. To the degree that on-site home-to-work opportunities may exist, internal shuttle systems could be</li> </ul>	<p>ALC and ALR site owners, through contributions to the TDM Program per applicable AL Development Agreement</p> <p>(N/A to Bayport and Multifamily Sites)</p>	<p>ALC developer to establish TDM Program per applicable AL Development Agreement; TDM provider to implement measures</p> <p>(N/A to Bayport and Multifamily Sites)</p>	<p>With first Development Plan for ALC or ALR sites</p>	<p>The City shall review and approve the TDM Program in conjunction with the first Development Plan for ALC or ALR sites.</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>provided which would reduce parking on-site. As a parking management strategy, the plan may require that parking in employment/commercial sites be leased independently from buildings to allow for parking cash out. Such a strategy should be detailed in the TDM plan as one measure to achieve a reduction in trips. Other "Transit First" design measures (as outlined in guidelines prepared by the ACCMA) could be incorporated into the specific site design.</p> <ul style="list-style-type: none"> <li>• Implement a shuttle bus system that inter-connects on-site developments and the internal transit centers. Implement shuttle services and/or contribute to the expansion of AC Transit service to provide linkages between the site and off-site ferry and BART terminals. The TDM plan would include details for the internal shuttle, including funding and operations.</li> <li>• For office and R&amp;D uses, require implementing one or more peak-hour trip reduction and/or trip elimination programs. These components would include: compressed work weeks, telecommuting, staggered hours, flex-time and other trip reduction activities.</li> <li>• As a condition of approval, the City of Alameda could require contributions to fund the various trip reduction programs developed by the Transportation Systems Manager. Contributions could be based on the number of employees. Funding of the trip reduction program should be detailed and tied to site assessments and CC&amp;Rs or the municipal services district. A per-employee and per-residential-unit rate could be included. Funding could be developed on the amount of trip reduction required and the types of strategies recommended in the TDM plan.</li> <li>• Employers could be encouraged to hire local residents and create incentive programs to attract local residents.</li> <li>• The Transportation System Manager for the site should participate in all of the area-wide or regional transportation planning studies that relate to the access routes relating to the site. To the degree possible, the TDM program for the site should be augmented to incorporate the portions of these regional and local studies that would enhance the site's TDM program and reduce regional traffic during the peak hours.</li> <li>• The project proponent will provide annual reports to the City documenting activities completed under the TDM Plan.</li> </ul>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>Atlantic/Webster (2025)</b>				
T/C-11 (revised): Implement the following three-part mitigation:				
T/C-11a: Implement Mitigation Measure T/C-5a Tinker Extension Project.	See Mitigation Measure T/C-5a			
T/C-11b: <b>Mitchell Avenue Extension.</b> Construct the Mitchell Avenue Extension from the western project boundary to a new signalized intersection at Main Street. The project applicant shall pay a fair share contribution toward the construction of the extension of Mitchell Avenue from Mariner Square Loop to Main Street, including the signal at Main Street, taking into account that the project proposes to fund 100 percent of the cost of the construction of Mitchell Avenue from Mariner Square Loop to the western project boundary.	ALC developer for portion of Mitchell Avenue from Mariner Square Loop to the western project boundary  City/CIC and other west Alameda development to fund portion of Mitchell Avenue from western project boundary to Main Street.  (N/A to Bayport, school site and Multifamily Sites)	ALC developer for portion of Mitchell Avenue from Mariner Square Loop to the western project boundary  City/CIC and other west Alameda development to implement portion of Mitchell Avenue from western project boundary to Main Street.  (N/A to Bayport, school site and Multifamily Sites)	MDIGP update to provide for phased extension of Mitchell Avenue from Mariner Square Loop to western project boundary as needed to serve project.  Other West End development to implement extension from western project boundary to Main.	City to review MDIGP update to ensure that it provides for phased construction of Mitchell Extension Avenue from Mariner Square Loop to western project boundary as needed to serve project, subject to acquisition of right-of-way per AL DDA. City/CIC condition other west Alameda development to fund/implement Mitchell Avenue from western project boundary to Main Street.
T/C-11c: <b>Atlantic and Webster Intersection Improvements .</b> Modify the intersection as follows: (a) Webster Street (Northbound) – add one dedicated Left-turn lane, convert the current Through/Right-turn lane to a dedicated Through lane, and add a dedicated Right-turn lane; (b) Atlantic Avenue (Westbound) – convert the existing Through/Right-turn lane to a dedicated Through lane and add one dedicated Right turn lane; and (c) Atlantic Avenue (Eastbound) – convert the Through/Left-turn lane to a dedicated Left-turn lane and add a Through lane. The project shall contribute its fair share toward the construction of this improvement other than the Tinker Extension, which is a City-funded project.	ALC developer 12% of \$2.5M (2006 dollars)  ALR developer 2% of \$2.5M (2006 dollars)  CIC for Bayport Backbone Infrastructure per Bayport DDA  (N/A to school site and Multifamily Sites)	City (N/A to ALR, ALC, Bayport, school site and Multifamily Sites)	Commencing on the date which is 5 years after the adoption of this MMRP, and every 5 years thereafter until the last land takedown pursuant to the AL DDA, City shall assess whether it is ready to commence construction of the improvement. If City is ready to commence construction, City shall collect the ALC/ALR developer payments as a condition of next ALC/ALR site Development Plan approval, respectively. Payment shall be in amount indicated herein, subject to adjustment based on CPI.	
<b>Central/Eighth</b>				
T/C-12 (revised): Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>Jackson/6<sup>th</sup></b>				
T/C-15 (revised): Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Broadway/5<sup>th</sup></b>				
T/C-17 (revised): Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Regional Roadways (2010)</b>				
T/C-18 (revised): Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Regional Roadways (2025)</b>				
T/C-19 (revised): Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Central/Eighth (2010)</b>				
T/C-20a (new): Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Marina Village Parkway/Constitution (2010)</b>				
T/C-20b (new): Modify the signal phasing at this location to allow traffic turning right off Marina Village Parkway onto Constitution Way to overlap with traffic turning left from Constitution Way to Marina Village Parkway	ALC developer 94% ALR developer 6%  (N/A to Bayport and Multifamily Sites)	City  (N/A to ALC, ALR, Bayport and Multifamily Sites)	Prior to issuance of first Certificate of Occupancy for AL	City to require that first AL developer to obtain Certificate of Occupancy pays 100%, and to require other AL developer, prior to issuance of its first AL Certificate of Occupancy, to reimburse first AL developer for its share.
<b>Tinker/Mariner Square Loop (2010)</b>				
T/C-20c (new): Implement Mitigation T/C-5a Tinker Extension and TDM Mitigation Measure T/C-8b.	See Mitigation Measures T/C-5a and T/C-8b			
<b>Mitchell/5<sup>th</sup> (2010)</b>				
T/C-20d (new): Install traffic signals at the intersection of Mitchell Avenue and 5th Street. Traffic signal equipment shall include pedestrian signal heads (with adequate time for pedestrians to cross the streets).	ALC developer 92% ALR developer 8%  (N/A to Bayport, school site and Multifamily Sites)	ALC developer  (N/A to ALR, Bayport, school site and Multifamily Sites)	Upon construction of both Mitchell Avenue Extension and extension of Fifth Street from Tinker Avenue to Mitchell Avenue	City to review improvement plans for of construction of Mitchell Avenue Extension and Fifth Street extension from Tinker Avenue to Mitchell Avenue. City to require ALR developer, prior to issuance of first ALR Certificate of Occupancy subsequent to the construction of this improvement, to reimburse ALC developer for ALR developer share.
<b>Marina Village Parkway/Mariner Square Loop (2010)</b>				
T/C-20e (new): Install traffic signals at the intersection of Marina Village Parkway and Mariner Square Loop. Traffic signal equipment	ALC developer 92%	ALC developer (N/A to ALR,	Prior to issuance of first Certificate of Occupancy	City to require ALC developer to construct prior to issuance of first Certificate of Occupancy for

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
shall include pedestrian signal heads (with adequate time for pedestrians to cross the streets).	ALR developer 8% (N/A to Bayport, school site and Multifamily Sites)	Bayport, school site and Multifamily Sites)	for AL.	AL. City to require ALR developer, prior to issuance of first ALR site Certificate of Occupancy subsequent to the construction of this improvement, to reimburse ALC developer for ALR developer share.
<b>Tinker/5<sup>th</sup> (2010)</b>				
<b>T/C-20f (new):</b> Install a traffic signal at the intersection of Tinker Avenue and 5th Street. Traffic signal equipment shall include pedestrian signal heads (with adequate time for pedestrians to cross the streets).	ALC developer 85% ALR developer 15% (N/A to Bayport, school site and Multifamily Sites)	ALC developer (N/A to ALR, Bayport, school site and Multifamily Sites)	Upon construction of Fifth Street extension from Tinker Avenue and Mitchell Avenue	City to review improvement plans for construction of Fifth Street extension from Tinker Avenue to Mitchell Avenue. City to require ALR developer, prior to issuance of first ALR site Certificate of Occupancy subsequent to the construction of this improvement, to reimburse ALC developer for ALR developer share.
<b>5<sup>th</sup>/Broadway (2010)</b>				
<b>T/C-20g (new):</b> Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Atlantic/Constitution (2025)</b>				
<b>T/C-21a (new):</b> Implement TDM Mitigation Measure T/C-8b	See Mitigation Measure T/C-8b			
<b>Lincoln/Constitution (2025)</b>				
<b>T/C-21b (new):</b> Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Marina Village Parkway/Constitution (2025)</b>				
<b>T/C-21c (new):</b> The project applicant shall pay its fair share to modify the signal phasing at this location to allow traffic turning right off Marina Village Parkway onto Constitution Way to overlap with traffic turning left from Constitution Way to Marina Village Parkway.	See Mitigation Measure 20b			
<b>Tinker/Mariner Square Loop (2025)</b>				
<b>T/C-21d (new):</b> Implement Mitigation Measure T/C-5a Tinker Extension and TDM Mitigation Measure T/C-8b.	See Mitigation Measures T/C-5a and T/C-8b			
<b>Mariner Square Drive/Constitution (2025)</b>				
<b>T/C-21e (new):</b> Implement TDM Mitigation Measure T/C-8b.	See Mitigation Measure T/C-8b			
<b>Mitchell/5<sup>th</sup> (2025)</b>				
<b>T/C-21f (new):</b> Implement Mitigation Measure T/C-20d.	See Mitigation Measure T/C-20d			
<b>Marina Village Parkway/Mariner Square Loop (2025)</b>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
T/C-21g (new): Implement Mitigation Measure T/C-5a (Tinker Extension Project).	See Mitigation Measure T/C-5a			
Marina Village Parkway/Mariner Square Drive (2025) (new)				
T/C-21h(a): The project applicant shall pay its fair share contribution to the signalization of the intersection at Marina Village Parkway and Mariner Square Drive.	ALC developer 38% of \$350,000 (2006 \$)  ALR developer 3% of \$350,000 (2006 \$)  (N/A to Bayport, school site and Multifamily Sites)	City  (N/A to ALR, ALC, Bayport, school site and Multifamily Sites)	Commencing on the date which is 5 years after the adoption of this MMRP, and every 5 years thereafter until the last land takedown pursuant to the AL DDA, City shall assess whether it is ready to commence construction of the improvement. If City is ready to commence construction, City shall collect the ALC/ALR developer payments as a condition of next ALC/ALR site Development Plan approval, respectively. Payment shall be in amount indicated herein, subject to adjustment based on CPI.	
T/C-21h(b): Implement Mitigation Measure T/C-5a (Tinker Extension Project)	See Mitigation Measure T/C-5a			
Tinker/5 <sup>th</sup> (2025)				
T/C-21j (new):  The project applicant shall pay its fair share contribution to install a signal at the intersection of Tinker Avenue and 5th Street prior to project buildout as required by Mitigation Measure T/C-20f.	See Mitigation Measure T/C-20f			
  The project applicant shall also pay a fair share contribution to the cost of expanding the intersection to include two lanes in either direction on Tinker. This Mitigation Measures is not required if the cost of this improvement will be included in the Tinker Extension Costs per the AL DDA.	ALC developer 20% of \$618,000 (2006 \$)  ALR developer 4% of \$618,000 (2006 \$)  (N/A to Bayport, school site and Multifamily Sites)	City  (N/A to ALR, ALC, Bayport, school site and Multifamily Sites)	Commencing on the date which is 5 years after the adoption of this MMRP, and every 5 years thereafter until the last land takedown pursuant to the AL DDA, City shall assess whether it is ready to commence construction of the improvement. If City is ready to commence construction, City shall collect the ALC/ALR developer payments as a condition of next ALC/ALR site Development Plan approval, respectively. Payment shall be in amount indicated herein, subject to adjustment based on CPI.	
Atlantic/5 <sup>th</sup> (2025)				
T/C-21k (new): Implement Mitigation Measure T/C-5a (Tinker Extension) and Mitigation Measure T/C-8b.	See Mitigation Measure T/C-5a (Tinker Extension Project) and Mitigation Measures T/C-8b (TDM)			
7 <sup>th</sup> /Jackson (2025)				
T/C-21l (new): Implement TDM Mitigation Measure T/C-8b	See Mitigation Measure T/C-8b			
7 <sup>th</sup> /Harrison (2025)				
T/C-21m (new): Implement TDM Mitigation Measure T/C-8b	See Mitigation Measure T/C-8b			

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>12<sup>th</sup> Street and Brush Street/I-980 Southbound Off-Ramp</b>				
<b>T/C-21n (new):</b> Implement TDM Mitigation Measure T/C-8b	See Mitigation Measure T/C-8b			
<b>Air Quality</b>				
<b>AQ-1a:</b> Consistent with the BAAQMD's preferred approach, the project developer shall ensure that the following measures are included in construction contracts and specifications to control fugitive dust emissions.	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA	Prior to issuance of grading permit, during grading activity	City to review construction contracts and approve language relative to requirements for dust control; City to conduct periodic inspections during Project grading
	ALR developer for ALR site	ALR developer for ALR site		
	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA		
	ALC developer and City STIP funds for Tinker	City/CIC for Tinker		
	Applicable developer(s) for Multifamily Sites	Applicable developer(s) for Multifamily Sites		
<ul style="list-style-type: none"> <li>Water all active construction areas at least twice daily and more often during windy periods; active areas adjacent to existing land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers or dust palliatives;</li> <li>Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.</li> <li>Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites;</li> <li>Sweep daily (with water sweepers) all paved access roads, parking areas and staging area at construction sites; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality;</li> <li>Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets;</li> </ul>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>Hydroseed or apply non-toxic soil stabilizers to inactive construction areas;</li> <li>Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.).</li> <li>Limit traffic speeds on unpaved roads to 15 mph;</li> <li>Install sandbags or other erosion control measures to prevent silt runoff to public roadways; and</li> <li>Suspend excavation and grading activity whenever the wind is so high that it results in visible dust plumes despite control efforts.</li> </ul> <p><b>Measure AQ-1b:</b> The Project developer shall ensure that emissions from construction equipment exhaust, and from workers commuting to the site, are reduced from implementation of the following measures:</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>During Project construction</p>	<p>Periodic site inspections by City during construction</p>
<ul style="list-style-type: none"> <li>Store construction tools on-site in secure facilities to encourage commuting by transit;</li> <li>Use alternative fueled construction equipment to the fullest extent possible;</li> <li>Minimize addling time (e.g., 5-minute maximum);</li> <li>Maintain properly tuned equipment according to equipment manufacturer's guidelines; and</li> </ul>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>Limit hours of operation of heavy duty equipment to the hours between 7:00 A.M. and 7:00 P.M. Monday through Friday, and between 8:00 A.M. and 5:00 P.M. on Saturday, as specified in Section J, Noise, of this chapter and in the City of Alameda Community Noise Ordinance.</li> </ul>				
<b>AQ-1c:</b> To minimize air quality impacts to the lowest practicable levels, BAAQMD Regulation 11, Rule 2: Hazardous Materials; Asbestos Demolition, Renovation and Manufacturing shall be adhered to during the demolition/construction process.	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA	ALC developer for ALC site and AL Backbone Infrastructure per AL DDA	During Project construction	Periodic site inspections by City during construction
	ALR developer for ALR site	ALR developer for ALR site		
	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA	B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA		
	ALC developer and City STIP funds for Tinker	City/CIC for Tinker		
	Applicable developer(s) for Multifamily Sites	Applicable developer(s) for Multifamily Sites		
<b>AQ-2 (revised):</b> The following measures, if applied to office, commercial and R&D areas and uses in the proposed Project, would reduce this impact. These measures represent a menu of options for reducing the intensity of long-term air quality impacts. However, this air quality impact would remain significant and unavoidable.	ALC site and ALR site owners through contributions to the TDM Program (see MM T/C-8b), per the applicable AL Development Agreement	ALC developer to establish TDM Program per applicable AL Development Agreement; TDM provider to implement measures	During Development Plan review process; during Project operation	City staff to review Development Plans and encourage the incorporation of as many of these measures as possible; also should be coordinated with the TDM programs (see Mitigation Measure T/C-8b)
	(N/A to Bayport and Multifamily Sites)	(N/A to Bayport and Multifamily Sites)		
<ul style="list-style-type: none"> <li>Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc;</li> </ul>				

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>• Provide shuttle service to the BART station to encourage employee and resident use for their daily commute;</li> <li>• Implement carpool/vanpool program, e.g., carpool ridematching, assistance with vanpool formation, provision of vanpool vehicles, etc;</li> <li>• Provide preferential parking for carpool and vanpool vehicles;</li> <li>• Provide for electric vehicle (EV) outlets for employee and resident vehicles and maintenance;</li> <li>• Provide on-site shops and services for employees, such as cafeteria, bank/ATM, dry cleaners, convenience market, etc., or provide midday shuttle service from work site to food service establishments/commercial areas;</li> <li>• Provide on-site child care, or contribute to off-site child care within walking distance;</li> <li>• Provide secure, weather-protected bicycle parking for employees;</li> <li>• Provide safe, direct access for bicyclists to adjacent bicycle routes;</li> <li>• Provide showers and lockers for employees bicycling or walking to work;</li> <li>• Provide secure short-term bicycle parking for retail customers and other non-commute trips; and</li> <li>• Obtain the required permit to burn wastes that result from "Land Development Clearing" through BAAQMD and/or the local fire agency, depending on the time of year the burning is to take place. Only vegetative waste materials may be disposed of using an open outdoor fire.</li> </ul>				
<b>Noise</b>				
<p><i><b>NOI-1:</b> Detailed noise studies that consider the specific design of the residential areas proposed adjacent to Atlantic Avenue and Tinker Avenue and determine what the maximum height of the sound wall(s) will need to be to achieve an acceptable exterior noise level shall be prepared by a qualified noise consultant. The studies shall be submitted to the City for review and the recommendations shall be incorporated into the Development Plan and the Project improvement Plans (see Mitigation Measure AES-3). Design measures such as the following could also be required (by the City's</i></p>	Completed	Completed	Completed	N/A

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p><i>Noise Element Policy 8.7.f), depending on the specific findings of the detailed noise study: double-paned glass for windows facing the direction of traffic; weather-tight seals for doors and windows; or mechanical ventilation such as an air conditioning system</i></p> <p><b>NOI-2 (new):</b> The residential developer(s) shall submit a detailed noise study, prepared by a qualified noise consultant, to determine design measures necessary to achieve acceptable exterior and interior noise levels at the proposed new residences. If possible, this study should be conducted after existing on-site tenants have vacated the site, as their activities may affect the degree of design measures required. The study shall be submitted to the City for review and the recommendations shall be incorporated into the Planned Development permit plan and the project improvement plans. Design measures such as the following could be required, depending on the specific findings of the noise study: orienting new homes to face Tinker Avenue, the 5th Street Extension and the Mitchell Avenue Extension to ensure that rear yard open space is buffered from the street; double-paned glass windows facing the noise source; weather-tight seals for doors and windows; or mechanical ventilation such as an air conditioning system.</p> <p><b>NOI-3 (new):</b> Implement Mitigation Measure NOI-2.</p>	<p>ALR developer for ALR site</p> <p>Applicable developers for Future Housing Authority Sites</p> <p>(N/A to ALC site, Bayport site, Affordable Housing Site and Multifamily Housing Site)</p>	<p>ALR developer for ALR site</p> <p>Applicable developers for Future Housing Authority Sites</p> <p>(N/A to ALC site, Bayport site, Affordable Housing Site and Multifamily Housing Site)</p>	<p>Prior to applicable Development Plan approval</p>	<p>City to review study and ensure that recommendations are incorporated into the Project plans prior to applicable Development Plan approval</p>
<p><b>Public Services</b></p> <p><b>PUB-2 (revised):</b> As part of the required Waste Management Plan for the project, the project sponsor shall work with organizations able to provide funding and technical assistance for managing and financing the demolition, recycling and reuse project.</p> <p>The Waste Management Plan include plans for managing the construction debris that promotes separation of waste types and recycling, and provides for reuse of materials onsite for reconstructing infrastructure. This plan shall be prepared in</p>	<p>ALC developer for ALC site, ALR site, Future Housing Authority Sites and AL Backbone Infrastructure per AL DDA</p> <p>Completed for Bayport site, Affordable Housing Site and Multifamily Housing Site</p>	<p>ALC developer for ALC site, ALR site, Future Housing Authority Sites and AL Backbone Infrastructure per AL DDA</p> <p>Completed for Bayport site, Affordable Housing Site and Multifamily Housing Site</p>	<p>Prior to issuance of demolition permit</p>	<p>This plan shall be prepared in coordination with City staff, the project sponsor, the demolition subcontractor and any involved organizations per Mitigation Measure PUB-2, and shall be approved by City staff prior to issuance of a demolition permit as required by Chapter 21 of the Municipal Code.</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
coordination with City staff, the project sponsor, the demolition subcontractor and any involved organizations per Mitigation Measure PUB-2, and shall be approved by City staff prior to issuance of a demolition permit as required by Chapter 21 of the Municipal Code.				
<b>Utilities and Service Systems</b>				
<p><b>UTL-1:</b> The Project shall incorporate the following water conservation measures to help minimize any increase in EBMUD's system-wide water consumption:</p> <ul style="list-style-type: none"> <li>The use of potable water for irrigation shall be minimized by encouraging homeowners to utilize drought-tolerant plant materials and gardening techniques in the design of landscaped areas, and by requiring commercial properties to install and maintain drought-resistant landscaping with limited areas of turf, in accordance with the City's water conservation landscaping design standards.</li> <li>The use of water conserving fixtures, such as low-flow toilets and shower heads, flow reducing aerators on sinks, and automatic shut-off faucets in commercial buildings, in accordance with the Uniform Plumbing Code.</li> </ul>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>B for Bayport site; CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>As part of building permit review</p>	<p>City to review and approve documentation demonstrating use of water conservation strategies</p>
<p><b>UTL-2 (revised):</b> -The project sponsor shall replace the EBMUD Mitchell line or construct a new parallel line to supplement the EBMUD Mitchell line to provide combined capacity required to the siphon junction structure. Furthermore, if needed, additional gravity flow capacity shall be installed as part of the Project improvements and shall be extended to the Alameda interceptor or to the point at which gravity flow capacity becomes available.</p>	<p>ALC developer for ALC Backbone Infrastructure per AL DDA</p> <p>CIC for Bayport Backbone Infrastructure per Bayport DDA remains subject to 2000 MMRP. See Table 2.</p>	<p>ALC developer for ALC Backbone Infrastructure per AL DDA</p> <p>CIC for Bayport Backbone Infrastructure per Bayport DDA remains subject to 2000 MMRP. See Table 2.</p>	<p>As part of the MDIGP update and prior to approval of final improvement plans</p>	<p>City and EBMUD to review and approve documentation or sewer line improvement plans</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>UTL-3: Implementation of Mitigation Measure HAZ-3 as stated below would reduce this impact to a less-than-significant level:</p> <ul style="list-style-type: none"> <li>Adherence by the Project sponsors and the City to existing regulations requiring abatement of lead and asbestos hazards and worker health and safety procedures during demolition and renovation activities would reduce this impact to a less-than-significant level. No additional mitigation is required.</li> </ul>	(N/A to Bayport and Multifamily Sites)	(N/A to Bayport and Multifamily Sites)		
	See Mitigation Measure HAZ-3			
<p>UTL-5: A gas line abandonment plans shall be prepared by the Project or other responsible entity for approval. At a minimum, it is recommended that the plan address the following issues:</p> <ul style="list-style-type: none"> <li>Scheduling for service disconnection at buildings to be demolished;</li> <li>Completion of mapping, leak detection and repairs on all portions of the existing system that may be impacted by Project construction, and that are planned to remain in service during Project construction; and</li> <li>Compliance with all other CPUC provisions relating to system abandonment.</li> <li>Implementation of Mitigation Measure UTL-5 would reduce potential impacts to less than significant levels.</li> </ul>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Applicable developers for Multifamily Sites</p> <p>Completed for Bayport site and Bayport Backbone Infrastructure per Bayport DDA</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Applicable developers for Multifamily Sites</p> <p>Completed for Bayport site and Bayport Backbone Infrastructure per Bayport DDA</p>	<p>Prior to the abandonment of any existing gas lines</p>	<p>City to review and approve abandonment plan in consultation with PG&amp;E</p>
<b>Cultural Resources</b>				
<p>CUL-1: In the event that previously unidentified cultural resources are discovered during site preparation or construction, the project sponsor shall cease work in the immediate area until such time as a qualified archaeologist and City of Alameda personnel can assess the significance of the find. The following mitigation measures shall be implemented at the time of the find:</p> <ul style="list-style-type: none"> <li>If archaeological resources are discovered, and the City and the cultural resource consultant find that the resource is unique based on the criteria provided in the CEQA Guidelines and criteria listed above, the City and the project developer, in consultation with a cultural resource expert, shall seek to avoid damaging effects on the resources wherever feasible.</li> </ul>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Completed for Bayport site</p> <p>CIC for Bayport Backbone</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Completed for Bayport site</p> <p>CIC for Bayport Backbone</p>	<p>During site preparation and construction</p>	<p>Applicable developer to include specified terms in all construction contracts that will involve excavation; City grading inspectors to periodically monitor site during grading activity; City to ensure the Project's compliance with these measures in the event that resources are discovered as part of Project grading or excavation</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<ul style="list-style-type: none"> <li>If the City determines that avoidance is not feasible, a qualified cultural resource consultant shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource unique. The mitigation plan shall be prepared in accordance with CEQA Guidelines and shall be submitted to the City for review and approval.</li> </ul>	<p>Infrastructure per Bayport DDA</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>Infrastructure per Bayport DDA</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>		
<p><b>CUL-2.</b> If paleontological resources are encountered during project site preparation or construction activities, the following mitigation measures shall be implemented:</p> <ul style="list-style-type: none"> <li>Activity in the vicinity of the suspected resource(s) shall be immediately suspended and City of Alameda personnel and a qualified paleontological resource consultant shall be contacted to evaluate the find. Project personnel shall not alter any of the uncovered materials or their context.</li> <li>If paleontological resources are discovered, and the City and the paleontological resource consultant find that the resource is unique based on the criteria provided in the CEQA Guidelines and criteria listed above, the City and the project developer, in consultation with a paleontological resource expert, shall seek to avoid damaging effects on the resources wherever feasible.</li> <li>If the City determines that avoidance is not feasible, a qualified paleontological resource consultant shall prepare a salvage plan for mitigating the effect of the project on the qualities that make the resource unique. The project applicant, in consultation with a qualified paleontologist, shall complete a paleontological resource inventory, declaration, and mitigation plan in accordance with CEQA Guidelines and shall be submitted to the City for review and approval.</li> </ul>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Completed for Bayport site</p> <p>CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>ALC developer and City STIP funds for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>ALC developer for ALC site and AL Backbone Infrastructure per AL DDA</p> <p>ALR developer for ALR site</p> <p>Completed for Bayport site</p> <p>CIC for Bayport Backbone Infrastructure per Bayport DDA</p> <p>City/CIC for Tinker</p> <p>Applicable developer(s) for Multifamily Sites</p>	<p>During site preparation and construction</p>	<p>Applicable developer to include terms in all construction contracts that will involve excavation; City grading inspectors to periodically monitor site during grading activity; City to ensure the Project's compliance with these measures in the event that resources are discovered as part of Project grading or excavation</p>
<p><b>Aesthetics</b></p> <p><b>AES-3:</b> A final design plan for the sound wall and a landscape plan for the Atlantic Avenue frontage shall be submitted to the City of Alameda for review and approval subsequent to the detailed noise study required by Mitigation Measure NOI-1, but prior to the City's approval of a Development Plan for any residential lots adjacent to Atlantic Avenue. The City shall only approve the wall design and landscape plan if it finds that it will not adversely affect the visual</p>	<p>Completed</p>	<p>Completed</p>	<p>Completed</p>	<p>N/A</p>

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

Mitigation Measures	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p><i>character of the Atlantic Avenue frontage. The height and length of the wall should be minimized to the extent feasible while maintaining adequate mitigation of noise levels. A height of 10 feet shall only be permitted adjacent to those lots where the rear yards or side yards are perpendicular to Atlantic Avenue if the final noise study deems the wall necessary to achieve acceptable outdoor noise levels. The detailed noise study specified in Mitigation Measure NOI-1 shall determine the minimum height necessary for walls located along the side yards of the residences that would be sited parallel to Atlantic Avenue.</i></p>				
<p><b>AES-4a:</b> The specific reflective properties of the project building materials should be assessed by the City during the Design Review as part of the Development Plan approval process. Design review shall ensure that the use of reflective exterior materials is minimized.</p>	ALC developer for ALC site	ALC developer for ALC site	During Design Review process	Review of the reflective properties of all project buildings by City
	ALR developer for ALR site	ALR developer for ALR site		
	Completed for Bayport site Applicable developer(s) for Multifamily Sites	Completed for Bayport site Applicable developer(s) for Multifamily Sites		
<p><b>AES-4b:</b> Specific lighting proposals shall be reviewed and approved by the City prior to installation. This review shall ensure that any outdoor night lighting for the proposed waterfront promenade would be downshielded and would not create additional nighttime glare.</p>	ALC developer for ALC site	ALC developer for ALC site	During Design Review process	Review of all specific lighting proposals and lighting for the waterfront promenade by City staff
	ALR developer for ALR site	ALR developer for ALR site		
	Completed for Bayport site Applicable developer(s) for Multifamily Sites	Completed for Bayport site Applicable developer(s) for Multifamily Sites		
<p><b>AES-5 (revised):</b> Specific lighting proposals for the proposed office/R&amp;D and retail parking lot areas shall be reviewed and approved by the City during Design Review for office/R&amp;D and retail structures. This review shall ensure that any outdoor night lighting for the proposed office/R&amp;D and retail parking lot areas is downshielded and would not create nighttime glare for surrounding residential areas.</p>	ALC developer (N/A to ALR, Bayport and Multifamily Sites)	ALC developer (N/A to ALR, Bayport and Multifamily Sites)	During Design Review process	Review of proposed outdoor night lighting plans for all office/R&D and retail buildings and parking lots by City staff

**TABLE 1**  
**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)**

**TABLE 2**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
**2000 MITIGATION MEASURES STILL APPLICABLE TO BAYPORT**

Mitigation Measure	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<b>D. Hydrology and Storm Damage</b>				
<p><b>HYD-2:</b> A Stormwater Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction and life of the Project shall be prepared for each development project (e.g., single-family residential, business park, etc.) that is constructed as part of this Project and involves construction activity (including clearing, grading or excavations). A SWPPP is required for projects that result in soil disturbances of 5 or more acres, and for projects of less than 5 acres if the construction activity is part of a larger common plan of development (i.e., the Catellus Mixed Use Development Project). The SWPPP would act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with implementation of the proposed Project. Preparers of the SWPPP should review the Conditions of Approval (including General Conditions for Construction, Residential Development/Construction Conditions, and Commercial/Industrial Conditions) established by the City.</p> <p>The SWPPP shall include the following three elements to address construction, post-construction and pest management issues:</p> <p><b>Specific and detailed Best Management Practices (BMPs) designed to mitigate construction-related pollutants.</b> These controls shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with storm water. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain. The contractor(s) shall submit details, design and procedures for compliance with storage area requirements.</p> <p>An important component of the storm water quality protection effort is knowledge on the part of on-site construction and maintenance supervisors and workers. To educate on-site personnel and maintain awareness of the importance of storm water quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The SWPPP shall establish a frequency for meetings and require all personnel to attend.</p> <p>The SWPPP shall specify a monitoring program to be implemented</p>	<p>CIC for all public improvements, including major roadways, public open space areas and other backbone infrastructure; B for all private improvements</p>	<p>City will be responsible for preparing a SWPPP and implementing its recommendations for all public infrastructure and improvements;</p> <p>B will be responsible for preparing and implementing its recommendations as part of each individual development Project</p>	<p>For public infrastructure, the SWPPP is a component of the Master Demolition, Infrastructure, Grading and Phasing Plan (MDIGP). For private improvements, preparation of and approval of a SWPPP prior to the Development Plan approval for each Project phase; implementation of BMP, post-construction measures, and IPM during construction and post-construction</p>	<p>DPW to approve MDIGP and SWPPP prior to Development Plan approval. On-going monitoring by City inspectors or RWQCB during and after construction</p>

**TABLE 2**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
**2000 MITIGATION MEASURES STILL APPLICABLE TO BAYPORT (Continued)**

Mitigation Measure	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
<p>by the construction site supervisor, and must include both dry and wet weather inspections. City of Alameda personnel shall conduct regular inspections to ensure compliance with the SWPPP.</p>				
<p>BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales and sediment basins. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control (i.e., keeping sediment on the site). End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. If hydroseeding is selected as the primary soil stabilization method, these areas shall be seeded by September 1 and irrigated to ensure that adequate root development has occurred prior to October 1. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional both during dry and wet conditions.</p>				
<p><b>Measures designed to mitigate post construction-related pollutants.</b> The SWPPP shall include measures designed to mitigate potential water quality degradation of runoff from all portions of the completed development. It is important that post construction stormwater quality controls are included in the initial design phase of the Project and not simply added after the site layout and building footprints have been established. The specific BMPs that would be required of a project can be found in <i>SF Bay Regional Water Quality Control Board Staff Recommendations for New and Redevelopment Controls for Storm Water Programs</i>. In addition, the design team should include in the Project design principles contained in the Bay Area Stormwater Management Agencies Association's manual, <i>Start at the Source, Design Guidance Manual for Stormwater Quality Protection</i>. The selection of BMPs required for a specific project is based on the size of the development and the sensitivity of the area. The Estuary is considered a sensitive area by the RWQCB. In general, passive, low-maintenance BMPs (e.g., grassy swales, porous pavements) are preferred. If the SWPPP includes higher maintenance BMPs (e.g., sedimentation basins, fossil filters), then funding for long-term maintenance needs must be specified in the SWPPP as a condition of approval of the grading, excavation, or building permits, as appropriate (the City will not assume maintenance responsibilities</p>				

**TABLE 2**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
**2000 MITIGATION MEASURES STILL APPLICABLE TO BAYPORT (Continued)**

Mitigation Measure	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
for these features).				
<p><b>Integrated Pest Management Plan.</b> An Integrated Pest Management Plan (IPM) shall be prepared and implemented by the developer for all common landscaped areas. Each IPM shall be prepared by a qualified professional. The IPMs shall address and recommend methods of pest prevention and turf grass management that use pesticides as a last resort in pest control. Types and rates of fertilizer and pesticide application shall be specified. Special attention in the IPMs shall be directed toward avoiding runoff of pesticides and nitrates into sensitive drainages or leaching into the shallow groundwater table. Pesticides shall be used only in response to a persistent pest problem. Preventative chemical use shall not be employed. Cultural and biological approaches to pest control shall be fully integrated into the IPMs, with an emphasis toward reducing pesticide application.</p> <p>The City of Alameda Department of Public Works shall review and approve the SWPPP prior to the approval of the development plan for each Project phase to ensure that the selected BMPs would adequately protect water quality. The City and the RWQCB are empowered to levy considerable fines for non-compliance with the SWPPP.</p>				
<b>E. Geology, Soils and Seismicity</b>				
<p><b>GEO-1:</b> Prior to the issuance of any grading or building permits, a detailed geotechnical and soils report shall be prepared and submitted to the City of Alameda Public Works Department for review and approval. The report shall determine the site's surface geotechnical conditions and address potential seismic hazards, including liquefaction and associated ground failure, and the stability of the bulkhead. The report shall identify building techniques appropriate to minimize seismic damage, including, but not limited to, the following:</p> <p>Buildings and other structures shall be designed to meet the requirements of the most recently adopted Uniform Building Code (UBC) for Seismic Zone 4.</p> <p>Analysis presented in the geotechnical report shall conform with the California Division of Mines and Geology recommendations presented in the "Guidelines for Evaluating Seismic Hazards in</p>	<p>CIC for all public improvements, including major roadways, public open space areas and other backbone infrastructure</p> <p>Completed for Bayport private improvements</p>	<p>Same as party responsible for funding</p> <p>Completed for Bayport private improvements</p>	<p>The soils report shall be an element of the MDIGP and must be approved prior to issuance of any grading or building permits</p>	<p>The City Public Works Department shall review and approve all geotechnical reports and review all permit plans to ensure that the appropriate recommendations of the geotechnical report(s) are addressed</p>

**TABLE 2**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
**2000 MITIGATION MEASURES STILL APPLICABLE TO BAYPORT (Continued)**

Mitigation Measure	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
California".				
All mitigation measures, design criteria, and specifications set forth in the geotechnical and soils report shall be followed in order to reduce impacts associated with seismic hazards to a less-than-significant level.				
<b>F. HAZARDS</b>				
<b>HAZ-6:</b> In the event that an updated human health risk assessment indicates that soil gas emissions from the benzene plume pose an unacceptable health risk, the City shall require that all buildings constructed on the Project site be designed and constructed to prevent unacceptable exposures to soil gases in exposed building spaces, using techniques such as limiting building slab joints and installing foundation vapor barriers and passive venting systems. All such City requirements shall be in accordance with any remedy (which could include institutional controls) established by DTSC as part of a Remedial Action Plan for the benzene plume.	B for all sites within Project boundaries except the school and affordable housing sites; AUSD for school site; applicable developer(s) for Multifamily Sites	Same as party responsible for funding	Prior to issuance of building permits; during Project construction.	City or State Architect's Office (for school site), as appropriate, shall review any Remedial Action Plan (RAP) approved by DTSC for the benzene plume to ensure that building permit plans for each building located in the vicinity of the benzene plume incorporate all recommended measures; City or State Architect's Office (for school site) shall conduct inspections during construction to verify that all measures recommended in the RAP are being implemented
<b>G. BIOLOGICAL RESOURCES</b>				
<b>BIO-3:</b> The Project shall implement Best Management Practices, as identified by the RWQCB, to minimize water quality impacts (see Mitigation Measure HYD-2). The Project shall also determine whether in-water activities (including dredging) associated will require a Corps authorization in compliance with Section 10 (Rivers and Harbors Act) or Section 404 (Clean Water Act) and a Section 401 (Clean Water Act) water quality certification. The applicant shall obtain such approvals (if required) before activities proceed within Corps jurisdictional waters, and shall comply with all mitigation measures required by those approvals. Any dredging (if needed) and/or in-water construction activity shall occur only during the period from October 1 to March 14, to avoid the least tern breeding season and the brown pelican peak non-breeding season. No dredging shall occur during the Pacific herring spawning season (December 1 to March 1) unless a qualified observer first verifies that no herring spawning activities have occurred in the vicinity for a 2-week period prior to construction.	CIC	City	Prior to issuance of any City permits for improvements that may be constructed within the Seaplane Lagoon	City Public Works Department to verify that the appropriate approvals have been obtained; USFWS, the Corps, and RWQCB will monitor any construction activity within the lagoon to ensure compliance with this measure
To the extent feasible, the storm drain outfall structure shall be designed to minimize disturbance to bottom sediments during construction. All materials proposed for excavation and dredging				

**TABLE 2**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
**2000 MITIGATION MEASURES STILL APPLICABLE TO BAYPORT (Continued)**

Mitigation Measure	Party Responsible for Funding	Party Responsible for Implementation	Timing of Implementation	Reporting or Monitoring Method and Timing
shall be tested for the possible presence of contaminants. Construction practices shall be designed in coordination with the USFWS, Corps, and RWQCB to minimize the dispersion of contaminants into the water column and ensure proper disposal of contaminated materials. Stormwater management and monitoring plans for the Project shall be developed in coordination with the USFWS and implemented in perpetuity to protect open water foraging areas for least terns and brown pelicans, as required by the Endangered Species Formal Consultation.				
<u>BIO-4:</u> The Project shall implement Best Management Practices, as identified by the RWQCB, to minimize water quality impacts (see Mitigation Measure HYD-2). The Project shall also determine whether ongoing in-water activities (including any maintenance dredging) will require a Corps authorization in compliance with Section 10 (Rivers and Harbors Act) or Section 404 (Clean Water Act) and a Section 401 (Clean Water Act) water quality certification. The applicant shall obtain such approvals (if required) before activities proceed within Corps jurisdictional waters, and shall comply with all mitigation measures required by those approvals. No post-construction maintenance dredging shall occur during the Pacific herring spawning season (December 1 to March 1) unless a qualified observer first verifies that no herring spawning activities have occurred in the vicinity for a 2-week period prior to dredging. To the extent feasible, the storm drain outfall structure shall be designed to minimize disturbance to bottom sediments during operation. All materials proposed for maintenance dredging shall be tested for the possible presence of contaminants. Dredging practices shall be designed in coordination with the Corps and RWQCB to minimize the dispersion of contaminants into the water column and ensure proper disposal of contaminated sediments.	Same as Mitigation Measure HYD-2 and Mitigation Measure BIO-3 above			
<b>L. PUBLIC UTILITIES AND SERVICE SYSTEMS</b>				
<u>UTL-2:</u> Excess capacity available within the existing Mitchell sewer line shall be determined as part of Project design. The Project shall obtain an Interceptor Connection Permit from EBMUD if connection to the EBMUD Mitchell Street Interceptor (Interceptor) is planned. In this event, the Project shall provide documentation to EBMUD verifying that there is sufficient capacity in the Interceptor at the desired connection location. In the event that sufficient capacity is not available, additional gravity flow capacity shall be installed as part of the Project improvements, and shall be extended to the Alameda interceptor or to the point at which gravity flow capacity	CIC	CIC	As part of the MDIGP and prior to approval of final improvement plans	City Public Works Department and EBMUD to review and approve documentation or sewer line improvement plans

**TABLE 2**  
**MITIGATION MONITORING AND REPORTING PROGRAM**  
**2000 MITIGATION MEASURES STILL APPLICABLE TO BAYPORT (Continued)**

<b>Mitigation Measure</b>	<b>Party Responsible for Funding</b>	<b>Party Responsible for Implementation</b>	<b>Timing of Implementation</b>	<b>Reporting or Monitoring Method and Timing</b>
becomes available.				

**EXHIBIT H**

**MASTER PLAN CONDITIONS**

[Attached]

**CONDITIONS OF APPROVAL  
MASTER PLAN AMENDMENT MP-06-001**

**DEFINITIONS**

Alameda Landing	Master Plan Subareas 1, 2,3 and 4a and b.
AL Backbone Infrastructure	Backbone Infrastructure for ALC site and ALR site (as defined in the AL DDA)
AL DDA	Disposition and Development Agreement (Alameda Landing Mixed Use Project).
ALC DA	Development Agreement (Alameda Landing Mixed Use Commercial Project) for the ALC site.
ALC developer	Developer of Alameda Landing Mixed Use Commercial Project on Master Plan Sub-Areas 1, 2 and 3
ALC site	Master Plan Sub-Areas 1, 2 and 3 (Alameda Landing Mixed Use Commercial Project site)
AL MSD	Alameda Landing Municipal Services District (as defined in the AL DDA)
ALR developer	Developer of Alameda Landing Mixed Use Residential Project on Master Plan Sub-Area 4a and b
ALR DA	Development Agreement (Alameda Landing Mixed Use Residential Project) for the ALR site.
ALR site	Master Plan Sub-Area 4a and b (Alameda Landing Mixed Use Residential Project site)
Bayport DA	Development Agreement for the Bayport site, dated June 6, 2000, as amended
Bayport developer	Developer of the Bayport site
Bayport Backbone Infrastructure	Backbone Infrastructure for Bayport site as defined in Bayport DDA
Bayport DDA	Disposition and Development Agreement for the Sale and Development of the FISC and East Housing Sites, dated June 16, 2000, as amended
Bayport site	Bayport Alameda residential project site (described in the Bayport DDA)
Future Housing Authority Sites	Future residential sites developed with multifamily affordable housing consistent with the Clayton Guyton Settlement Agreement.

Affordable Housing Site

Multifamily Housing Site

(All three affordable housing sites collectively referred to as the “Multifamily Sites”.)

The completed 62 Unit Affordable Housing Site.

The 39 Affordable Housing Unit Site located at 401 Stargell Avenue.

## EFFECTIVE DATE

- 1) The Master Plan Amendment shall not be in force and effect unless and until the following conditions have been satisfied:
  - a. The City Council first approves the Supplemental Final Environmental Impact Report, and approves the General Plan Amendment (GPA- 06-001) and it is in effect.
  - b. The applicant and the Community Improvement Commission (CIC) enter into (i) the Fifth Amendment to Bayport DDA and (ii) the AL DDA and they are both in effect.
  - c. The applicant and the City enter into (i) the Third Amendment to the Bayport DA, (ii) the ALC DA and (iii) the ALR DA, and they are all in effect.
- 2) Once the Master Plan Amendment is effective, these Conditions of Approval for Master Plan Amendment MP-06-001 shall supersede the Conditions of Approval for Master Plan MP-99-01, Master Plan Amendment MP-01-001 and Master Plan Amendment MP-04-001.

## APPROVED PLANS

- 3) The Project shall be constructed in substantial compliance with the document titled "Bayport/Alameda Landing Project Master Plan", dated November 2006 on file in the office of the City of Alameda Planning and Building Department, as modified by these Master Plan conditions.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site; the ALR developer shall be responsible for the ALR site; the Bayport developer shall be responsible for the Bayport site; and the Multifamily developers shall be responsible for Multifamily sites.*

## VESTING

- 4) These conditions run with the land and shall apply to the life of the Project, except as satisfied pursuant to their express terms.

## DEVELOPMENT REGULATIONS

- 5) All regulations of the Alameda Municipal Code shall apply to MPA 06-001 except where express provisions have otherwise been made the Master Plan or in the Bayport DA, the ALC DA or the ALR DA, as applicable.

## CITY/APPLICANT RESPONSIBILITIES

- 6) The applicant shall not be held in default for non-performance of any conditions required of the City of Alameda, the CIC, or their respective agents or other agencies or entities for development of property, as specified in the Bayport DA, the ALC DA or the ALR DA, as applicable, and the Bayport DDA or the AL DDA, as applicable.

## SUBDIVISIONS; MASTER DEMOLITION, INFRASTRUCTURE, GRADING AND PHASING PLAN

- 7) All parcel and tentative parcel maps shall be submitted and processed in compliance with the City of Alameda Subdivision Ordinance and Subdivision Map Act, in accordance with the ALC DA and ALR DA. A subdivision map is required to create conveyance parcels within Alameda Landing in accordance with the ALC DA and the AL DDA. A further subdivision map is required for the ALR

site in accordance with the ALR DA. If further subdivision is requested by the applicant in the ALC site, the applicant shall submit applications and plans for a subdivision map for consideration and approval by the City in accordance with the ALC DA.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the creation of conveyance parcels within Alameda Landing and any further subdivision of the ALC site; the ALR developer shall be responsible for further subdivision of the ALR sites; and Multifamily developers shall be responsible for further subdivision of their respective sites. (Completed for Bayport site.)*

- 8) Specific infrastructure improvements and construction conditions shall be established through either a Development Plan or a Subdivision Map for each development phase in accordance with City standards or other agencies responsible for the provision of infrastructure. These improvements and conditions shall be subject to the limitations in the Bayport DA, the ALC DA or the ALR DA, as applicable.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be responsible for the ALR sites; the CIC shall be responsible for the Bayport Backbone Infrastructure; and the Multifamily developers shall be responsible for their respective sites. (Completed for Bayport site.)*

- 9) All water, gas, electrical and telephone lines shall be installed in accordance with the requirements of the Alameda Power and Telecom and other utility companies and to the satisfaction of the City Engineer, in accordance with the applicable Bayport DA, the ALC DA or the ALR DA, as applicable. All utilities during the construction of each development phase shall be underground, to the extent feasible, unless trunk lines are allowed to remain above ground by the City Engineer, except as otherwise provided in the ALC DA with respect to the 115 kV line. No above ground utility boxes shall be placed in the public right of way. All poles, lights, and utility boxes within the public sidewalk areas shall be placed to provide at least a 5 foot clear and unobstructed pedestrian path. When the Development Plans are finalized, the applicant shall contact the East Bay Municipal Utility District New Business Office and request a water service estimate to determine costs and conditions of providing water service to the Project and shall follow the East Bay Municipal Utility District Requirements.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be responsible for the ALR sites; the Bayport developer shall be responsible for the Bayport site; the CIC shall be responsible for the Bayport Backbone Infrastructure; and the developers of the Multifamily sites shall be responsible for their respective sites.*

#### DEVELOPMENT PLAN/DESIGN REVIEW

- 10) Subsequent to approval of this Master Plan Amendment, the applicant shall submit applications and plans for a Development Plan for each building phase of the Project for consideration and approval by the City. Such Development Plans require Planning Board action and shall be reviewed by the Planning Director to ensure that subsequent phases are designed to substantially conform with the Master Plan and these conditions of approval of this Master Plan and otherwise meet the requirements of Sections 30-4.20, 30-35 and 30-36

of the Zoning Ordinance, except as otherwise provided in the Bayport DA, the ALC DA or the ALR DA, as applicable. The Development Plan process shall provide for review of detailed site plans, building and landscape treatments as well as compliance with the Master Plan conditions of approval and the Mitigation Monitoring and Reporting Plan (MMRP) as defined in Section 25 below, as applicable. The Development Plan shall approve the final site layout, street design, building design and landscaping. Each building site or combination of sites shall be subject to Design Review. The Design Review process provide for review of architectural design and building facades, building materials, colors, etc. The Development Plan and Major Design Review process may occur concurrently, in accordance with the Joint Implementation Agreement. All Development Plan and Design Review approvals shall be processed in accordance with the Zoning Ordinance Sections 30-4.20, 30-35 and 30-36, the Bayport DA, the ALC DA or the ALR DA, as applicable.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be responsible for the ALR sites; the CIC shall be responsible for the Bayport Backbone Infrastructure; and the developers of the Mutlifamily sites shall be responsible for their respective sites. (Completed for Bayport site.)*

- 11) The applicant shall prepare and implement a Transportation Demand Management (TDM) program for the Alameda Landing Project. The goal of the TDM program is to implement on a permanently funded basis programs and measures intended to reduce peak hour, single occupancy vehicle trips, reduce emissions, and increase awareness and use of alternative modes of transportation. Concurrent with the first Alameda Landing Development Plan, the applicant for the first Alameda Landing Development Plan shall submit a comprehensive TDM Program for all phases of the Alameda Landing project, including the residential phases, for review and comment by the Transportation Commission prior to Planning Board review and approval. The TDM Program must include at least the following components:
  - a. A proposed organizational structure for the management and operation of the TDM Program.
  - b. A funding plan adequate to establish the TDM Program, including long term annual operating and management expenses in accordance with the ALC DA and ALR DA.
  - c. A transportation systems manager to coordinate, monitor and implement the TDM program. The manager must be an experienced professional with past experiences managing Transportation Management Agencies, shuttle services, service contracts, and working with program users. The manager must also work with AC Transit and future developments at Alameda Point and in the City of Oakland to ensure that the TDM Program is well coordinated with existing and planned local and regional transportation services. The manager also shall collaborate with large West End entities (i.e., West Alameda Business Association (WABA), the Alameda Point developer, SummerHouse, the College of Alameda, Marina Village, and Independence Plaza) on the shuttle system. The manager shall encourage WABA's participation in the TDM program for Alameda Landing, such as carpooling. The TDM Plan shall address phasing in shuttle service to the Webster Street Business District, when the TDM Manager determines that sufficient TDM funds, in accordance with TDM priorities, are available to fund such service.
  - d. A phasing program describing a schedule for implementation of the various TDM program components. The first phase of the TDM program must be operational upon occupancy of the first 100,000 square feet of commercial space at the ALC site or the first 150 housing units, whichever occurs first. The first phase program shall include:

- i. A part time TDM coordinator to manage the TDM Program, work with tenants and residents, and coordinate services with AC Transit, Alameda Oakland Ferry and Water Transit Authority, Alameda County CMA, WABA, the City of Oakland, and Oakland major project developers, including the Oak to Ninth Project.
- ii. Regular shuttle service with sufficient bike racks and indoor space for bicycles when the shuttle is not crowded that provides 30 minute head-way, peak hour (3.5 hours in the AM and 3.5 hours in the PM), weekday direct service to 12 Street BART station.
- iii. A "Guaranteed Ride Home Program" through Alameda County
- iv. A Marketing Program, including information brochures and website
- v. A completed water shuttle feasibility study. Water Shuttle service to Jack London Square shall be initiated as soon as feasible, taking into account permitting requirements and the need to identify an acceptable operational arrangement, and shall be provided on-demand for at least one year from initiation of water shuttle service. An assessment of feasibility of incorporating zero or low emission strategies to minimize program emissions and maximize use of clean air vehicles and maximize opportunities to partner with Alameda Power and Telecom. Ongoing assessments shall be provided as part of the required Annual Report.
- vi. The Phase I TDM Program minimum requirements described above in i.) through v.) may be adjusted without a Master Plan amendment with the mutual consent of the Planning Board and the Applicant.
- e. The TDM Program may include, but is not limited to, bicycle storage lockers, shower facilities, bike racks, bike paths, bus shelters, benches, transit passes and informational signs. Bicycle parking facilities shall be installed in locations convenient to the building access points. The TDM Program may include parking management strategy for the site that includes preferential and conveniently located parking for car pools, van pools, and electric vehicles.
- f. An annual reporting program that documents activities completed under the TDM Plan, and at minimum, annual surveys of all occupied office and residential uses and retail employees, an accounting of the TDM program budget expenditures, and TDM shuttle ridership counts. The annual report should also discuss opportunities and efforts to implement other peak-hour trip reduction and/or trip elimination programs, such as compressed work weeks, telecommuting, staggered hours, flex-time, incentives for local hiring. Based on the results identified in the annual report and professional judgment, the TDM coordinator shall determine whether available TDM funds should be reallocated between TDM components to maximize the effectiveness of the TDM program.

*The allocation of rights and obligations under this condition shall be as follows: Whichever project obtains the first Development Plan approval as between the ALC site and the ALR site shall implement this condition. (N/A to Bayport site.)*

## REGIONAL PERMITS

- 12) The applicant (or City or CIC, as appropriate) shall obtain all required regional permits including but not limited to permits from the Bay Conservation and Development Commission (BCDC), the U.S. Army Corps of Engineers and the Regional Water Quality Control Board, prior to conducting any construction activities over which such regional agency has permitting authority.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be*

*responsible for the ALR sites; the CIC shall be responsible for the for Bayport Backbone Infrastructure; and the Multifamily developers shall be responsible for their respective sites. (Completed for Bayport site.)*

## CONSTRUCTION

13) Prior to construction of each Development Plan building phase, the applicant shall:

- a. Submit a construction plan for each Development Plan building phase which will outline the sequence of actions including: staging of construction activities, schedule, final grading, construction within BCDC jurisdiction (if applicable), and all other construction activities.
- b. Prior to commencement of any construction activity, the applicant shall coordinate a meeting with City Staff and the Contractors team to discuss the Conditions of Approval on the Project, as well as the required mitigation measures in the approved Mitigation Monitoring and Reporting Program. The intent is that the Contractor fully understand the actions necessary to implement the mitigation measures and to comply with the conditions of approval of the City of Alameda.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site; the ALR developer shall be responsible for the ALR sites; the Bayport developer shall be responsible for the Bayport site; and the developers of the Multifamily projects shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

14) Each phase of the project shall comply with the procedures and requirements of the City of Alameda Waste Management and Recycling Ordinance.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site; the ALR developer shall be responsible for the ALR sites; the Bayport developer shall be responsible for the Bayport site; and the Multifamily developers shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

15) The applicant shall incorporate water conservation measures for both internal and external use in the design and construction of the Project, in accordance with the approved Mitigation Monitoring and Reporting Program. This should include the use of equipment, devices and methodology that further water conservation and provide for the efficient use of water to the reasonable satisfaction of the City, in accordance with the Bayport DA, the ALC DA or the ALR DA, as applicable.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site; the ALR developer shall be responsible for the ALR sites; the Bayport developer shall be responsible for the Bayport site; and the Multifamily developers shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

16) Disabled Parking: According to Americans with Disabilities Act (ADA), a number of off-street parking spaces must be reserved for the disabled. The exact number of required disabled parking spaces will depend on the number of off-street parking required for this particular project. The location of the disabled parking spaces should be located near the entrance to the facility. Appropriate disabled parking signs and pavement markings must be installed at the designated parking spaces.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site; the ALR developer shall be responsible for the ALR sites; and the Multifamily developers shall be responsible for their respective sites. (N/A to Bayport site)*

- 17) Public Safety and Security. The ALC site operators shall provide adequate on-site security for the ALC site, in consultation with the Police Department. All ALC Development Plans including any portion of the Waterfront Promenade shall be reviewed to ensure that emergency call boxes are provided along Waterfront Promenade. The ALC project should also include provisions for a well designed, unobtrusive wireless telecommunication facilities to ensure and provide adequate cell phone reception in the area.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site. (N/A to ALR site, Bayport site and the City sponsored affordable housing projects.)*

- 18) Internal Circulation and Safety. Each Alameda Landing Development Plan will include a traffic circulation analysis prepared by a traffic engineer that ensures that the planned internal circulation provides for adequate automobile queuing, adequate distances between driveways, an adequate number of driveways, and adequate commercial vehicle access to ensure safe operating conditions within the development, in accordance with the ALC DA or the ALR DA, as applicable.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site. The ALR developer shall be responsible for the ALR site. (N/A to Bayport site and the City sponsored affordable housing projects.)*

- 19) Storm drainage shall meet the City of Alameda's Municipal Code and RWQCB Requirements for storm drain system, in accordance with the Bayport DA, the ALC DA and the ALR DA, as applicable.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be responsible for the ALR sites; the Bayport developer project shall be responsible for the Bayport site; the CIC shall be responsible for the Bayport Backbone Infrastructure; and the developers of the Multifamily projects shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

- 20) Sewers shall meet the City of Alameda's Municipal Code and EBMUD Requirements for sanitary sewer system at time of permit submittal, in accordance with the Bayport DA, ALC DA or ALR DA, as applicable.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be responsible for the ALR sites; the Bayport developer project shall be responsible for the Bayport site; the CIC shall be responsible for the Bayport Backbone Infrastructure; and the Multifamily developers shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

- 21) Grading shall meet the City of Alameda's Municipal Code Requirements for grading, in accordance with the Bayport DA, the ALC DA or the ALR DA, as applicable. Any work within a flood plain shall be so noted on all grading and improvement plans.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the ALR developer shall be*

*responsible for the ALR sites; the Bayport developer project shall be responsible for the Bayport site; the CIC shall be responsible for the Bayport Backbone Infrastructure; and the Multifamily developers shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

- 22) BCDC Permit: The project encroaches into the Bay Conservation and Development Commission's (BCDC) 100' shoreline band and therefore falls within their jurisdiction. Any additional requirements or conditions that BCDC may have with regards to this project must be incorporated into the design and shown on the improvement plans prior to issuance of permit.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the CIC shall be responsible for the Bayport Backbone Infrastructure. (N/A to ALR sites, Bayport site and the Multifamily project sites.)*

- 23) Army Corps of Engineers: Any additional requirements or conditions that the Army Corps may have with regards to this project must be incorporated into the design and shown on the plans. This includes work occurring below mean high water and/or involving bulkheads, riprap, piers, ramps, floats, mooring piles, dolphins, and/or dredging.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site and the AL Backbone Infrastructure; the CIC shall be responsible for the Bayport Backbone Infrastructure. (N/A to ALR sites, Bayport site and the Multifamily projects.)*

#### AMENDMENTS

- 24) Any amendments to the Master Plan shall be subject to the provisions established in the Master Plan and the Bayport DA, ALC DA or ALR DA, as applicable. Major amendments to this Master Plan shall remain within the authority of the City Council. The determination of minor and major amendments shall be processed in accordance with the Bayport DA, ALC DA or ALR DA, as applicable.

#### ACKNOWLEDGMENT OF CONDITIONS

- 25) Prior to the issuance of any building permit, the permittee shall acknowledge in writing all of the conditions of approval of the Master Plan and must accept this Master Plan subject to those conditions and with full awareness of the provisions of Chapter 30 of the Alameda Municipal Code in order for the Master Plan, as approved herein to be exercised.

*The allocation of rights and obligations under this condition shall be as follows: The ALC developer shall be responsible for the ALC site; the ALR developer shall be responsible for the ALR sites; the Bayport developer shall be responsible for the Bayport site; and the Multifamily developers shall be responsible for their respective sites. (Completed for 62 unit Affordable Housing Site.)*

#### MMRP COMPLIANCE

- 26) The applicant shall comply with the provisions identified as the responsibility of the applicant in the Mitigation and Monitoring Reporting Program, as amended, prepared for the Bayport/Alameda Landing Mixed Use Development Project.

*The allocation of rights and obligations under this condition shall be as indicated in the MMRP.*

NOTICE. The Conditions of Project Approval set forth herein include certain fees and other exactions. Pursuant Government Code Section 66020 (d) (1), these Conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. You are hereby further noticed that the 90 day appeal period, in which you may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If you fail to file a protest within this 90 day period complying with all the requirements of Section 66020, you will be legally barred from later challenging such fees or exactions.

## EXHIBIT I

### INITIAL PROJECT ABSORTION SCHEDULE

Absorption	2007	2008	2009	2010	2011	2012	2013	2014	2015
Office Bldg. Sq. Ft.	0	100,000	0	130,000	0	60,000	35,000	0	0
Retail Bldg. Sq. Ft.	0	139,000	221,000	0	0	0	0	0	0
Residential Land Sq. Ft.	0	0	945,252	0	0	0	0	0	0

**APPENDIX I**  
**DEFINITIONS**

Administrative Amendment — Section 6.4.3

Affiliate — Section 3.7.1

Agreement — Preamble

Agreement Date — Preamble

Alameda Landing Commercial Project — Recital G

Alameda Landing Commercial Property — Recital F

Alameda Landing Project — Recital D

Alameda Landing Property — Recital D

Alameda Landing Residential Project — Recital G

Alameda Landing Residential Project DA — Recital E

Alameda Landing Residential Property — Recital F

ALC — Recital F, G

ALR — Recital F, G

Applicable General Plan — Section 3.2

Applicable Rules — Section 3.2

Applicable Zoning Ordinance — Section 3.2

Backbone Infrastructure — Section 1.5.7

Bay Area Consumer Price Index — Section 3.12.1(a)

Bayport Project — Section 3.7.3

BCDC — Section 8.3

BIA — Section 4.10.2

Bona Fide Institutional Lender — Section 9.5.1

Building Regulations — Section 3.11

BWIP — Section 1.5.3

BWIP Amendment — Section 1.5.3

Caltrans — Section 3.7.2(b)

CC&Rs — Section 4.3.2

CDF — Section 3.6.3

CEQA — Recital K

Certificate of Completion — Section 9.5.1

CIC — Recital C

City — Preamble, Section 1.1.1

City Council — Recital N

City Development Agreement Regulations — Recital B

Conveyance Parcel — Section 4.3.1.b.3

Current Tinker Cost Estimate — Section 3.7.2.b

DDA — Recital D

Demolition — Section 1.5.7

Developer — Preamble, Section 1.1.2

Development Agreement — Preamble

Development Agreement Legislation — Recital A

Development Agreements — Recital E

Development Plans — Section 3.3.3

District — Section 4.1

Effective Date — Section 1.3.1

EIR — Recital K

Event of Default — Section 7.1

Exchange Accommodator — Section 9.5.2(a)

Expedited Processing Fees — Section 3.6.2

Federal Law — Section 3.4.3

FISC — Recital C

First Addendum — Recital K

Future Rules — Section 3.4.2

General Plan — Recital J

General Plan Amendments — Section 1.5.2

Impact Fees — Section 3.4.2(a), Section 3.6.3

Improvements — Section 3.3.3

Inclusionary Housing Policy — Section 3.2

Indemnified Parties — Section 4.3.2

Initial TDM Charges — Section 3.12.1(b)

Interim Tinker Work — Section 3.7.1

JIA Operating Memorandum — Section 3.5.3

Joint Implementation Agreement — Section 3.5.1(a)

LLD — Section 4.10.1

Master Fee Resolution — Exhibit D.2(a)

Master Plan — Section 1.5.5

Master Plan Conditions — Section 4.7.1

Master Plan First Amendment — Section 1.5.5

Master Plan Second Amendment — Section 1.5.5

Master Plan Third Amendment — Section 1.5.5

MDIGP — Section 3.6.4(c)

MMRP — Section 4.6.1

Mortgage — Section 10.1

Mortgagee — Section 10.1

MSD — Section 4.3.1

Municipal Services District — Section 4.3.1

Navy — Recital C

Notice of Default — Section 5.6

NPDES — Section 8.3

Original EIR — Recital K

Original Master Plan — Section 1.5.5

Parcel Map — Sections 1.2.3, 3.9.1

Parties — Preamble

Party — Preamble

Planning Board — Recital N

Planning Director — Section 5.3

Private Infrastructure — Section 1.5.7

Processing Fees — Section 3.6.2

Project — Recital D

Project Administration Office — Section 3.5.2

Project Approval — Section 1.5.7

Project Approvals — Section 1.5

ProLogis — Section 1.1.2

Property — Recital D

Public Benefits — Section 2.1

Public Works Director — Section 6.4.1

Qualified Developer — 9.5.1

Regional Law — Section 3.4.3

Re-Use Parcel — Section 4.9.2(a)

Second Addendum — Recital K

State Law — Section 3.4.3

Subsequent Approvals — Section 1.5.7

Success Criteria — Section 3.12.1(d)

TDM Budget — Section 3.12.1(a)

TDM Increase Conditions Precedent — Section 3.12.1(d)

TDM Monitoring Program — Section 3.12.2

TDM Program — Section 3.12.1

Term — Section 1.3.2

Third Addendum — Recital K

Tinker Avenue Alternative Work — Section 3.7.2

Tinker Avenue Alternative Work Budget — Section 3.7.2

Tinker Avenue Extension Infeasibility — Section 3.7.2

Tinker Avenue Extension Project — Section 3.7.2

Tinker In Lieu Payment — Section 3.7.2(d)

Tinker Work Costs — Section 3.7.2(a)

Transfer — Section 9.5.1

Transferred Property — Section 9.5.1

Unanticipated Success — Section 3.12.1(d)

UP Right of Way — Section 1.2.2

Variant A — Section 1.5.2

Variant B — Section 1.5.2

Vested Elements — Section 3.2

WABA — Section 4.10

Waterfront Promenade — Section 3.6.4(c)

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-10-07 (final) (revised (1-

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Lara Weisiger, City Clerk  
City of Alameda